

PB# 88-22

**Naclerio
(Minor Sub.)**

17-4-30

Approved 9/17/91

561-8647

Naclerio

SUBDIVISION FEES:

PRE-PRELIMINARY PLAT:	\$100.00
PRELIMINARY PLAT:	100.00
FINAL PLAT: (\$100.00 + \$5.00/LOT	110.00
FINAL PLAT SECTION FEE:	<u>150.00</u>

TOTAL: \$460.00

Plus Eng. 622.20
\$1,082.20

ENGINEER FEE: TO BE DEDUCTED FROM ESCROW

RECREATION FEE:

1 LOTS @ \$250.00 PER LOT: \$250.00

For Application Fee - Subdivision 80-22

DISTRIBUTION

FUND	CODE	AMOUNT
\$25.00	Cash	

By Pauline G. Townend
Town Clerk
Title

Williamson Law Book Co., Rochester, N. Y. 14609

No. 88-229-101991Received from John Naclerio

Two Hundred Fifty 00/100 Dollars
Recreation fee for 2-lot Subdivision

\$250.00

B

Myra L. Mann, Secy for the P.B.

PRE-PRELIMINARY PLAT: \$100.00
 PRELIMINARY PLAT: 100.00
 FINAL PLAT: (\$100.00 + \$5.00/LOT 110.00
 FINAL PLAT SECTION FEE: 150.00

TOTAL: \$460.00
 Plus Eng. 622.20
\$1,082.20

ENGINEER FEE: TO BE DEDUCTED FROM ESCROW

RECREATION FEE:

1 LOTS @ \$250.00 PER LOT: \$250.00

For Application Fee - Subdivision 88-22

DISTRIBUTION

FUND	CODE	AMOUNT
<u>\$25.00</u>	<u>Cash</u>	

By Pauline G. Townsend
Town Clerk
 Title

Williamson Law Book Co., Rochester, N. Y. 14609

No. 88-22 9-12 1991

Received from John Nacario
Two Hundred Fifty 00/100 ————— Dollars
Recreation fee for 2-lot Subdivision

\$250.00 Myra L. Thomas, Secy for the P.B.

General Receipt

TOWN OF NEW WINDSOR
 555 Union Avenue
 New Windsor, N. Y. 12550

12222

Received of John Nacario Sept. 11 1991
\$1,082.20

One Thousand Eighty-two — 20 DOLLARS
Planning Board #88-22

For Approval Fees \$460.00 Engineer Fee \$622.20

DISTRIBUTION

FUND	CODE	AMOUNT
<u>1107</u>	<u>1,082.20</u>	

By Pauline G. Townsend
Town Clerk
 Title

Williamson Law Book Co., Rochester, N. Y. 14609

County File No. NWT 8 90 N

COUNTY PLANNING REFERRAL

(Mandatory County Planning Review under Article 12-B,
Section 239, Paragraphs 1, m & n, of the
General Municipal Law)

Application of John and Stephanie Naclerio

for a Minor Subdivision - Quassaick Ave.

County Action: Local Determination

LOCAL MUNICIPAL ACTION

The Above-cited application was:

Denied Approved

Approved subject to County recommendations

.....
(Date of Local Action)

.....
(Signature of Local Official)

This card must be returned to the Orange County Department of Planning

88-22

Map Number: 10345

Section 17

Block 4

Lot 30

City

Town

Village

N. Windsor

Title: John J. Naclerio & Stephanie
M. Naclerio

Dated: Rev. 3-27-90

Filed: 10-3-91

Approved by Ronald Lander

on 9/17/91

Record Owner John J. Naclerio & Stephanie
M. Naclerio

(1 Sheet)

MARION S. MURPHY
Orange County Clerk

PRIVATE ROAD MAINTENANCE DECLARATION

Declaration dated the day of , 1991 by JOHN J. NACLERIO refers to a Subdivision entitled Naclerio Minor Subdivision located on Woodthrush Lane, an existing private road in the Town of New Windsor, County of Orange, State of New York by which Subdivision a parcel of land of approximately 1.0 +- acre as described in a certain deed from Mildred A. Cunningham to John J. Naclerio and Stephanie M. Naclerio dated July 31, 1990 and recorded in the office of the Clerk of the County of Orange on August 28, 1990 at Liber 3338 of Deeds, Page 7 will be subdivided into two (2) single family residential lots.

WITNESSETH:

WHEREAS, JOHN J. NACLERIO has applied to the Planning Board of the Town of New Windsor for approval of the Subdivision of a 1.0 +- acre parcel of land as described herein into two (2) single family lots, and

WHEREAS, the aforesaid parcel is designated on the Tax Map of the Town of New Windsor as Section 17, Block 4, Lot 30, and

WHEREAS, this parcel is located on Woodthrush Lane which is a private road of approximately 800 +- feet, and

WHEREAS, the aforesaid private road intersects New York State Highway 94, also known as Quassaick Avenue which is the nearest public roadway to the aforesaid lands, and

WHEREAS, Woodthrush Lane is the only means by which the owners of the lands of the minor subdivision of JOHN J. NACLERIO of the owners of other lands which border on said Woodthrush Lane

have access to ingress to or egress from the aforesaid public road, and

WHEREAS, JOHN J. NACLERIO has stated and hereby reaffirms that as a condition of the approval of said Subdivision by the Planning Board of the Town of New Windsor, he will undertake and assume the obligations set forth in this Declaration, and

WHEREAS, the Planning Board of the Town of New Windsor finds that it is in the best interests of the owners of property on Woodthrush Lane and of the community that this Declaration be made and recorded, and

WHEREAS, it is intended by JOHN J. NACLERIO that this Declaration run with the lands now owned by him and described herein and that this Declaration be forever binding upon any owner of those lands or any portion thereof, because it is intended to benenfit those lands.

JOHN J. NACLERIO hereby declares that:

1. JOHN J. NACLERIO will refer to and incorporate this Declaration in any deeds conveying title to all or any portion of the lands described herein and will cause any successors, transferees, heirs or assigns of or to all or any portion of said lands to be aware of and assume the obligations under this Declaration.

2. Neither JOHN J. NACLERIO nor any successors, transferees, heirs or assigns of all or any part of the lands described herein shall be responsible for the fulfillment of any of the obligations set forth herein until such time as a building permit is issued for construction on said lands.

3. After the issuance of such a building permit to JOHN J. NACLERIO or his heirs, successors, transferees, or assigns, JOHN J. NACLERIO for himself and his heirs, successors and assigns hereby declares that he will, at his sole expense, after construction on one or both lots of the subdivision, restore Woodthrush Lane to the condition in which it existed at the time of this Declaration; and that he will maintain said lane so as to be passable by emergency vehicles. This shall not require John J. Naclerio, his heirs, successors or assigns to maintain Woodthrush Lane in its present condition but only that a single width lane of the travelled portion of Woodthrush be sufficiently passable to allow use by emergency vehicles to the lots of the subdivision described herein.

4. If more than one building permit is issued to owners of the lands described herein, then the owners of all such lands shall be jointly and severally liable to fulfill the obligations of this Declaration and such liability and the terms of this Declaration shall be set forth on any deed by which all or any portion of the lands described herein are transferred, sold or alienated.

5. If a written Maintenance Agreement is entered into and recorded by all owners of property on Woodthrush Lane, its provisions shall supercede those herein and the obligations hereunder of the owners of the lands of John J. Naclerio shall be deemed incorporated into that agreement.

6. The provisions of this Declaration shall not be interpreted to affect any claim or action at law or in equity that JOHN J. NACLERIO, his heirs, successors or assigns may have now or in the future against any person, association, group or corporation for damage to Woodthrush Lane.

John J. Naclerio
JOHN J. NACLERIO

STATE OF NEW YORK)
 SS.:
COUNTY OF ORANGE)

JOHN J. NACLERIO , being sworn says: I am the individual named herein and I have read the annexed Declaration and know the contents thereof and the same is true to my knowledge.

John J. Naclerio
JOHN J. NACLERIO

Sworn to before me this
7th day of Aug., 1991

Michele M. Turck
Notary Public
]

MICHELE M. TURCK
Notary Public, State of New York
Qualified in Orange County
#4877408
Commission Expires February 3, 1993

AGREEMENT ON THE PREVIOUS PAGES CONSENTED TO:

Ronald H. Linder

Carl C. Schiffrin

W. C. L. Linder



Howard S. Finkelstein, P.C.
Jules P. Levine, P.C. (NY & FL Bar)
Michael O. Gittelsohn, P.C.
Elliot S. Tetenbaum, P.C.
George M. Levy
Kenneth L. Oliver
Duncan W. Clark
Saul W. Strenger (NY & NJ Bar)
Ronald Rosenkrantz
John J. Tackach
William L. DeProspero

Robert J. Camera (NY & NJ Bar)
Gerard J. Marino
Joseph P. Rones (NY & FL Bar)
Joel A. Reback
Steven Lim
Steven A. Kimmel
Mark S. Pruzan (NY & CT Bar)
George A. Kohl, 2nd
Eleanor L. Polimeni
Joseph P. Petrizzo
Steven H. Cohen
Jonathan Fairbanks
Francis Navarra
Andrew J. Genna (NY & PA Bar)
Frank J. Veith, Jr.

Andrew G. Finkelstein (NY & NJ Bar)
Thomas C. Yatto
Elyssa M. Fried
Gordon T. Sakow
Margaret Johnson-Peretz
Michael T. Nowicki
Paul F. Cagino (NY, CT, FL Bar)
Harold V. McCoy, Jr.
William T. Price
John B. Swift, III
James W. Shuttleworth, III
Janet M. Haistip (NY & NJ Bar)
Joel S. Finkelstein (NY, NJ, MA & FL Bar)
David E. Gross
Christopher D. Mauriello (NY & FL Bar)

December 9, 1993

REFER TO OUR FILE #

Mr. John J. Naclerio
87 Merline Avenue
New Windsor, NY 12553

Re: Wood Thrush Lane

Dear Mr. Naclerio:

We represent Mr. Greg Lanzoni and Ms. Beth Glazeroff, owners of the premises at 3 Wood Thrush Lane.

Our clients have called to our attention the deteriorated condition of Wood Thrush Lane; specifically: depressed areas along the south edge of the road, erosion of the south shoulder, and cracks and scaling of the blacktop. The damage is the result of the heavy equipment used for the construction of the home on 1 Wood Thrush Lane.

The Private Road Maintenance declaration requires, "After the issuance of such a building permit... JOHN J. NACLERIO for himself and his heirs, successors, and assigns hereby, declares that he will, at his sole expense, after construction on one or both lots of the subdivision, restore Woodthrush Lane to the condition in which it existed at the time of this Declaration..."

Therefore, you are requested to make the necessary repairs to the damage which has occurred before the freezing and thawing of winter adds to the expense. Be advised that pursuant to the Private Road Maintenance Declaration, your liability can be enforced. It is hoped your prompt response will not make such action necessary.

Very truly yours,

FINKELSTEIN, LEVINE,
GITTELSON AND TETENBAUM

BY:
JOSEPH P. RONES

JPR/kak

cc: Joseph Scalzo
Mr. and Mrs. Robert Meyers
Town of New Windsor Planning
Board
Mr. and Mrs. Thomas Gibney

UNLESS OTHERWISE INDICATED, PLEASE CORRESPOND TO:

436 Robinson Avenue, Newburgh, NY 12550 • (914) 562-0203 • Fax (914) 562-3492
☐ 41 State Street, Albany, NY 12207 • (518) 434-9881 • Fax (518) 434-7378
☐ 716 7th North Street, Liverpool, NY 13088 • (315) 453-3053 • Fax (315) 453-3605
☐ 186 North Middletown Road, Nanuet, NY 10954

AS OF: 09/10/91

PAGE: 2

CHRONOLOGICAL JOB STATUS REPORT

JOB: 87-56 NEW WINDSOR PLANNING BOARD (Chargeable to Applicant)

CLIENT: NEWWIN - TOWN OF NEW WINDSOR

TASK: 88- 22

TASK-NO	REC	--DATE--	TRAN	EMPL	ACT DESCRIPTION-----	RATE	HRS.	TIME	EXP.	BILLED	BALANCE
88-22	28508	12/11/90	TIME	MJE	MC NACLERIO	60.00	0.40	24.00			
88-22	28538	12/11/90	TIME	MCK	CL REV COM:NACLERIO	25.00	0.50	12.50			
88-22	28540	12/12/90	TIME	MCK	CL REC COM:NACLERIO	25.00	0.50	12.50			
								410.20			
88-22	29198	01/09/91			BILL INV 91-112					-49.00	
										-410.20	
88-22	31162	02/09/91	TIME	MJE	MC NACLERIO SUB	65.00	0.40	26.00			
88-22	31766	02/11/91	TIME	MJE	MC NACLERIO	65.00	0.10	6.50			
88-22	32021	02/11/91	TIME	MCK	CL NACLERIO/REV COMMS	25.00	1.00	25.00			
88-22	31699	02/13/91	TIME	MJE	MM COND FINAL APPL	65.00	0.10	6.50			
								474.20			
88-22	32756	03/02/91			BILL MJE INV. #91-188					-64.00	
										-474.20	
88-22	36073	04/20/91	TIME	MJE	MC NACLERIO	65.00	0.30	19.50			
88-22	36633	04/22/91	TIME	MCK	CL REV COM-NACLERIO MNR	25.00	0.50	12.50			
88-22	36885	04/24/91	TIME	MJE	MC NACLERIO	65.00	0.10	6.50			
88-22	38380	05/17/91	TIME	MJE	MC NACLERIO	65.00	0.50	32.50			
88-22	38582	05/17/91	TIME	MCK	CL NACLERIO/MEMO	25.00	0.50	12.50			
								557.70			
88-22	40958	06/26/91			BILL INV 91-373					-83.50	
										-557.70	
88-22	42723	07/23/91	TIME	MJE	MC NACLERIO	65.00	0.50	32.50			
88-22	42271	07/24/91	TIME	MJE	MM APPL EXT DENIED	0.00	0.10	0.00			
88-22	42731	07/24/91	TIME	MJE	MC NACLERIO	65.00	0.10	6.50			
88-22	42773	07/24/91	TIME	MCK	CL NACLERIO/MEMO	25.00	0.50	12.50			
88-22	43245	07/30/91	TIME	MJE	MC NACLERIO	65.00	0.20	13.00			
								=====	=====	=====	=====
					TASK TOTAL			622.20	0.00	-557.70	64.50
								=====	=====	=====	=====
					GRAND TOTAL			622.20	0.00	-557.70	64.50

PAGE: 1

JOB: 87-56 NEW WINDSOR PLANNING BOARD (Chargeable to Applicant)
TASK: 88- 22

REF: 88- 72

										DOLLARS		
TASK-NO	REC	--DATE--	TRAN	EMPL	ACT	DESCRIPTION-----	RATE	HRS.	TIME	EXP.	BILLED	BALANCE
.....												
88-22	4077	06/21/88	TIME	NJE	NC	NACLERIO	40.00	0.30	12.00			
88-22	4102	06/22/88	TIME	NJE	CL	NACLERIO	17.00	0.50	8.50			
88-22	5446	09/25/88	TIME	NJE	NC	NACLERIO	40.00	0.50	20.00			
88-22	5809	09/27/88	TIME	NJE	CL	NACLERIO	17.00	0.50	8.50			
88-22	5525	09/28/88	TIME	NJE	NC	NACLERIO	40.00	0.30	12.00			
88-22	5827	10/17/88	TIME	NJE	NC	NACLERIO	40.00	0.50	20.00			
88-22	6762	12/15/88	TIME	NJE	NC	NACLERIO	40.00	0.30	12.00			
88-22	6763	12/17/88	TIME	NJE	NC	NACLERIO	40.00	0.50	20.00			
88-22	6857	12/20/88	TIME	LSB	CL	WOOD THRUST LANE	19.00	0.30	5.70			

										118.70		
88-22	6959	12/19/88				BILL PARTIAL					-81.00	
88-22	8309	02/28/89				BILL inv 89 172					-37.70	

										118.70		
88-22	8378	03/04/89	TIME	NJE	NC	NACLERIO/SEND SPECS	60.00	0.30	18.00			
88-22	8505	03/07/89	TIME	NJE	NC	NACLERIO	60.00	0.30	18.00			
88-22	8618	03/14/89	TIME	NJE	NC	NACLERIO	60.00	0.50	30.00			

										184.70		
88-22	9905	05/10/89				BILL inv 89 243					-66.00	

										134.70		
88-22	14436	10/03/89	TIME	NJE	NC	NACLERIO	60.00	0.40	24.00			
88-22	14441	10/07/89	TIME	NJE	NC	NACLERIO	60.00	0.50	30.00			

										238.70		
88-22	16358	12/11/89				BILL INV 89-461					-54.00	

										238.70		
88-22	18637	02/28/90	TIME	NJE	NC	NACLERIO	60.00	0.20	12.00			
88-22	18858	03/12/90	TIME	NJE	NC		60.00	0.50	30.00			
88-22	19101	03/13/90	TIME	NCK	CL	NACLERIO	25.00	0.50	12.50			
88-22	19175	03/13/90	TIME	NJE	NC	NACLERIO	60.00	0.10	6.00			
88-22	19316	03/13/90	TIME	SIG	CL	NACLERIO	25.00	0.30	7.50			
88-22	19876	04/09/90	TIME	NJE	NC	NACLERIO	60.00	0.40	24.00			
88-22	20022	04/10/90	TIME	NCK	CL	NACLERIO	25.00	0.50	12.50			
88-22	20263	04/16/90	TIME	NJE	NC	NACLERIO SUB	60.00	0.30	18.00			

										361.20		
88-22	20730	05/03/90				BILL INV 90-217					-122.50	

										361.20		

Bloom & Bloom, P.C.

ATTORNEYS AND COUNSELORS AT LAW

DANIEL J. BLOOM
PETER E. BLOOM

August 7, 1991

530 BLOOMING GROVE TURNPIKE
(AT THE PROFESSIONAL CIRCLE)
P.O. Box 4323
NEW WINDSOR, NEW YORK 12553
TELEPHONE (914) 561-6920
FAX: 914-561-0978

John B. Cameron, Esq.
140 Main Street
POB 808
Goshen, New York 10924

RE: CHILD vs. NACLERIO with
NEW WINDSOR PLANNING BOARD
Our File No. 9321

Dear John:

This will serve to confirm that our above-referenced clients, Paul W. Child, Jr., and Judy Ann Child, have authorized me to discontinue the above-referenced action with prejudice.

Accordingly, enclosed herewith please find an original plus three copies of proposed "Stipulations Discontinuing Action" in the above matter duly executed by the undersigned. Kindly complete the enclosures, file the original with the court and return one fully executed copy for my file.

Thank you.

Very truly yours,

DANIEL J. BLOOM
DJB/bk

Enclosures

cc: Col. and Mrs. Paul W. Child, Jr.
c/o Association of Graduates
United States Military Academy
West Point, New York 10996
(PERSONAL AND CONFIDENTIAL)

David E. Tower, Esq.
34 Route 17K
Newburgh, New York 12550

bcc: Arkel Motors
70 Windsor Highway
New Windsor, New York 12553
Attention: Mr. Hank Van Leuven, President

JULY 1991

TO: PLANNING BOARD TOWN OF NEW WINDSOR, N.Y.

I AM REQUESTING AN EXTENSION OF MY
CONDITIONAL APPROVAL GRANTED FEB 13, 1991 FOR
2 LOT SUBDIVISION LOCATED AT WOODTROWNS LANE
SEC. 17 BL. 4 LOT 36 PENDING OUTCOME OF LEGAL
ACTION AGAINST ME AND MEDICAL REASONS

SINCERELY

John J. MacLerio

JOHN J. MACLERIO
87 MERLINE AVE
NEW WINDSOR, N.Y. 12553

TEL. 561-8647

*Rejected
7-24-91
O.E. Schuler
(see minutes of meeting)*

Notified John of Boards decision not to extend the
Conditional Approval 7/26/91 @ 11:00 @

Rec'd 7/31/91 @

561-8647

JOHN J. NACLERIO

87 MERLINE AVE.

NEW WINDSOR, N.Y. 12553

APRIL 29, 1991

TOWN OF NEW WINDSOR PLANNING BOARD

555 UNION AVENUE

NEW WINDSOR, N.Y. 12553

ATTN. CARL E. SCHIEFER CHAIRMAN

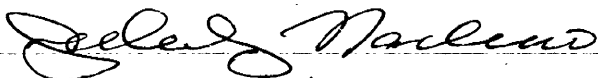
SUBJECT: JOHN J. NACLERIO MINOR SUBDIVISION

DEAR CARL:

I REQUEST A POSTPONEMENT OF MY APPLICATION
FOR 2 LOT SUBDIVISION FOR NINETY (90) DAYS DUE TO
LITIGATION AND MEDICAL PROBLEMS.

THANK YOU FOR YOUR CONSIDERATION, AND IF
YOU HAVE ANY QUESTIONS CONCERNING THIS MATTER
PLEASE DO NOT HESITATE TO CONTACT ME AT MY HOME
TEL. 561-8647.

VERY TRULY YOURS


JOHN J. NACLERIO

Received 4/30/91 @



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.

- ☐ **Main Office**
45 Quassaick Ave. (Route 9W)
New Windsor, New York 12553
(914) 562-8640
- ☐ **Branch Office**
400 Broad Street
Milford, Pennsylvania 18337
(717) 296-2765

17 May 1991

MEMORANDUM

TO: Myra Mason, Planning Board Secretary

FROM: Mark J. Edsall, P.E., Planning Board Engineer

SUBJECT: NACLERIO MINOR SUBDIVISION
NEW WINDSOR PLANNING BOARD 88-22

Reference is made to the letter from Mr. John Naclerio dated 29 April 1991, wherein Mr. Naclerio requests a "postponement" for 90 days. Please be advised that Mr. Naclerio's application received conditional final approval on 13 February 1991. In accordance with the Town Law of the State of New York, the conditions of approval must be met within one hundred eighty (180) days from the resolution of conditional approval. Two (2) - 90 day extensions may be granted by the Planning Board, at their discretion.

I am unsure what Mr. Naclerio desires; however, the letter could be construed to request the 90 day extension in anticipation of not being able to comply with the conditions of approval within the 180 day prescribed period. You may wish to contact Mr. Naclerio to verify same and, if appropriate, schedule this matter on the next available Planning Board meeting for action relative to the 90 day extension of conditional final approval.

Should you require any further information concerning the above, please do not hesitate to contact the undersigned.

Respectfully submitted,



Mark J. Edsall, P.E.
Planning Board Engineer

MJEmk

A:5-17-5E.mk

*5/16/91: Spoke to John Naclerio - he said he would
keep in mind that this expires on 8/13/91 - Very liberate*

4-24-91

NACLERIO, JOHN SUBDIVISION (88-22) WOODTHRUSH LANE

Mr. John Naclerio came before the Board representing this proposal.

MR. NACLERIO: If you recall the meeting of February 13th, it was my understanding that to obtain approval that during construction I would maintain the road, bring it back to the condition that it was in or better. Since then, I received a letter from Andy Krieger and it was, does not really reflect all my statements of that meeting and it's very restrictive in my account. I asked that some of the wording be changed because the way it restricts me and I have shown this to my attorney and he says I'll be foolish to sign it. I have shown it to Supervisor Green. I have shown it to Councilman Spignardo and they in turn said go back and talk to Andy. I went back and talked to Andy and he said that he agrees, it was strict as it was but he had to put it on the table so that it could be discussed.

MR. VAN LEEUWEN: John, recent developments if I am not mistaken and I picked this up at Town Hall yesterday is there now a maintenance agreement on the road now? Isn't everybody on that or am I wrong?

MR. NACLERIO: Not that I know of. If there's one, they didn't make me privy to it. If you want to ask them directly, I have got a letter stating that they have got an informal maintenance agreement should they decide to sell or alter, the bank would not give a loan or mortgage. Where did you hear that?

MR. SCHIEFER: I was told that but I have no idea.

MR. VAN LEEUWEN: I might have misunderstood that yesterday.

MR. SCHIEFER: Then there's none.

MR. VAN LEEUWEN: According the John, there's no maintenance agreement. I'm sorry if I let everybody down the wrong path.

MR. SCHIEFER: If there were, he should know.

MR. VAN LEEUWEN: Yes.

4-24-91

MR. NACLERIO: Where did you hear this?

MR. VAN LEEUWEN: I heard somebody couldn't get a mortgage unless there was a maintenance agreement.

MR. NACLERIO: That's what I understand. They said if the property changes hands which I contemplate is being done right now, if a person goes to get a mortgage then and I'm not part of the maintenance agreement, he has no chance of getting a mortgage and I say it again and I know that you people have been down there, the road is a road, I measured it, it's a little over a 125 feet. I don't intend to make it any larger or longer than it is. It's really a long driveway and I think that the day will come when we'll have a maintenance agreement down there. Whether it be I or my daughters so I ask that some of that wording be changed because I don't dare sign that. My attorney advised against it and--

MR. VAN LEEUWEN: What are the things in that agreement that he's objecting to Andy?

MR. KRIEGER: All right, let's see. A couple things. First of all, I received a communication as Mr. Naclerio indicates, from his attorney. I'll touch on that in a second. Specifically, I believe that the provision that's at issue here is the proposal and the language is as follows.

"...After issuance of such a building permit, to John Naclerio or his heirs, successors or transferees or assigns, John J. Naclerio for himself and his heirs, successors or assigns hereby declares that he will at his sole expense maintain Woodthrush Lane in the condition in which it existed at the time of this declaration; and that he will remove any accumulated snow from said lane when the average depth of the snow on said lane exceeds 4 inches and that he'll maintain said lane so as to be passable by ordinary passenger and emergency vehicles..."

That, as Mr. Naclerio indicated, that is and I so told him and I believe I told the Board that is a harsh or stringent application. I put it in the proposed draft and when I edited the draft, I advised Mr. Naclerio of same because I believed it to be such. I also believe

4-24-91

that I have received, I was uncertain about the direction, I received from the Planning Board and I put it in there primarily for the purpose of bringing it to a head. Not indicating in either way whether I think that was the agreement or not, simply to serve as a catalyst for bring it before the Board. If I may, Mr. Naclerio's attorney, one John B. Cameron who wrote me a letter highlighting statements on page 17 of the minutes of February 13th. I have been through the minutes and it appears to me that all of the discussion on this issue occurred in those minutes and I commend for the Board's review not only page 17 of the minutes but the following pages on which I found items that seemed to pertain to this.

MR. MC CARVILLE: What's the date of the public hearing?

MR. KRIEGER: February 13th. Subsequent to the public hearing--

MR. VAN LEEUWEN: That was the night we gave John approval?

MR. KRIEGER: I was surprised to learn that the, when I reviewed the public hearing minutes, which I believe were in December, I don't remember whether it was the first or second meeting, but I found no discussion on this issue but I did find a considerable amount of discussion in the meeting of February 13th, the approval and the pages which I commend for your attention of the minutes of that meeting are as follows, pages 5, 15, 16, 17 that I mentioned, 18 and 19.

MR. SCHIEFER: What do these essentially say? Is there any difference?

MR. KRIEGER: Well, the problem that in all these things give rise to in my mind is the possible conflict that they give rise to that's why I suspect and request the Board to review it and make a determination is what is on page 15. Mr. Naclerio talked about maintenance and plowing and I believe that the language that was reported there shows to me an indication for the future. On page 16, Mr. Pagano was particularly active in that discussion, makes statements that I believe show that his vote at least was based upon future benefit to the neighbors that this maintenance agreement would confer a future benefit on the neighbors

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by relieving them of the obligation to maintain the road. On page 17, the Chairman, Mr. Schiefer and Naclerio talked at some length about this maintenance agreement and I think the discussion, as far as I'm concerned, was to a certain extent at cross purposes. Then, there's the language that was highlighted to me in which the applicant spoke as follows. Yes, make that a condition of approval that should the road get damaged during my construction that I'll repair it to its original shape, form and size. I'm willing to sign that agreement. That I think is the at least the letter indicates is the basis of--

MR. DUBALDI: What was the wording in the actual motion? Does that have any--

MR. SCHIEFER: I think what we are getting down to they said they will restore the road yet there's some discussion on future maintenance of that road and what I'm gathering is Mr. Naclerio says I'll restore it but I don't want to make any promises in the future yet that was definitely part of that original discussion.

MR. MC CARVILLE: It was also part of the motion.

MR. SCHIEFER: Maintain, not restore but maintain.

MR. DUBALDI: Motion has been--

MR. KRIEGER: I brought along my copy of the minutes.

MR. DUBALDI: Motion has been made and seconded that we approve the Naclerio subdivision subject to an agreement that he'll maintain the road, agreement that he'll maintain the road which will be drawn up separately.

MR. SCHIEFER: The issue now is that agreement. Mr. Naclerio, am I wrong, there's no question you agree to bring the road back to--but the question seems to be you're unwillingness to maintain that for the future. Is that, am I right there?

MR. NACLERIO: No.

MR. DUBALDI: Are you saying that you agreed that you'd maintain the road after restoration or are you saying that you're just going to--

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MR. NACLERIO: There was a concern about during construction and heavy equipment.

MR. SCHIEFER: That's not a maintenance.

MR. NACLERIO: And then Mr. Pagano said that or instructed the attorney something about a builder's agreement and this is what I agreed to that I would maintain it during construction and then after construction see that it's brought back to its original size and condition, if not better.

MR. SCHIEFER: That isn't the way I remember it.

MR. DUBALDI: What happens after that you're saying that you were going to maintain the road.

MR. NACLERIO: I didn't say I'm going to maintain. But I said I think everyone that lives on the land should maintain it.

MR. SCHIEFER: My recollection is restoration and future maintenance was very unusual. I was very impressed with a man willing to go that far with it but that was the agreement. Now that's being, I think what we are going to have to do is have Myra make up copies of these minutes, distribute them to the Board. We'll review them, see what that was and before you make any changes, let us take a look see at those pages.

MR. KRIEGER: I have indicated that I wouldn't make any changes until and unless I'm directed by the Board. That's my function so I'm now awaiting the Board's pleasure on this.

MR. SCHIEFER: That's my opinion.

MR. KRIEGER: If I may, I commend just for one thing in looking over this and I think this is something that was lost sight of at the time that the controversy arose and I don't, you won't find it in the minutes but I think there is a, there are really two separate concerns here with respect to the road. As I understand it, the road now is in an excellent condition in terms of width and size. What is necessary at a minimum, for Mr. Naclerio's subdivision, is that he be able to guarantee that that road will be passable for emergency and you won't see any town vehicles there

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because it's not a town road but for emergency vehicles that may be something less than its present condition which is what I specified in the agreement. You're not required to do anything in that, I just, anything along those lines, I just propose that for your consideration. That's all.

MR. SCHIEFER: My comment is that I would like to get these copies of the minutes, review them before a decision. What are the comments of the rest of the Board members?

MR. VAN LEEUWEN: I'm inclined to agree with you, Mr. Chairman. Let's take a look at the minutes.

MR. MC CARVILLE: Just one correction. You would see town vehicles because there's a sewer easement.

MR. KRIEGER: Then the road in order to, he'd have to guarantee access to that, same as emergency vehicles.

MR. MC CARVILLE: And there is water down the middle, water and sewer.

MR. KRIEGER: So passable. All I'm suggesting you remember the different standards of passable vehicles in the present condition.

MR. VAN LEEUWEN: He's already admitted that he's willing to bring the road back up to standards. But, the question here is--

MR. KRIEGER: What standard has to be maintained in the future.

MR. VAN LEEUWEN: Right, maintenance in the future is a killer.

MR. KRIEGER: What I'm suggesting, all I'm suggesting you may find instead of finding an either or situation, all or nothing, which is the way it appears now, there's, it's not really an all or nothing, there's a minimum standard in order for his health, safety and welfare, the owners of those lots, they must at a minimum make sure that the right-of-way is passable. That may not be the present condition all the way to the present condition but he, that's the real minimum, nothing is not the minimum, the minimum is he's got to be able to guarantee that it's passable.

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MR. VAN LEEUWEN: For two houses there's no big deal. You could do that very easily.

MR. KRIEGER: That is why I am--

MR. VAN LEEUWEN: Most of the construction actually takes place on the lot, doesn't take place on the road.

MR. KRIEGER: That's why I'm suggesting the two different stages.

MR. VAN LEEUWEN: I think it's fair to ask him to bring the road back up to standards but to have him maintain the road for the rest of his life, I don't think that's fair either.

MR. SCHIEFER: The night that happened, I specifically remember he made an extremely generous offer. I repeated it. I could hardly believe it but I think that's the basis that Mr. Krieger is acting on now. If we want to change that, if we want to change that, all right we can but Mr. Krieger will not take any action until we have had a chance to look at it and I think that's what I want to do, review it and--

MR. VAN LEEUWEN: I agree.

MR. SCHIEFER: When it was made, I couldn't believe what I was hearing but it was extremely generous at that time.

MR. NACLERIO: What was in your recollection?

MR. SCHIEFER: I think you agreed to future maintenance but until I actually look at the minutes of the meeting--

MR. NACLERIO: I don't recall saying that and I got it here.

MR. SCHIEFER: I don't want to get a piecemeal thing. I'm going to go over those minutes before I make any decision, before I make any recommendations to Mr. Krieger. I would like to go over the entire minutes of that meeting and I suggest every other Member of the Board do that and I'll request our secretary get copies to us.

MR. MC CARVILLE: In my opinion, if we change everything

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in this, it should go back to a public hearing.

MR. SCHIEFER: If we change anything, we have to review it again, not as a discussion matter. It's going to come back before the Board.

MR. KRIEGER: The question here is it a change? If it is a change and could you decide if it is. If you want to change, you must have another public hearing. If it isn't a change and you have to decide, if it is not a change, you don't need another public hearing so that's the first question you have to reach.

MR. SCHIEFER: If it is a change, I recall the reaction--

MR. VAN LEEUWEN: We have to do what's legal.

MR. SCHIEFER: Well, now then we don't change it. We insist on what's in the minutes. We get an interpretation of the minutes.

MR. VAN LEEUWEN: Read the minutes first and refresh our memories.

MR. SCHIEFER: Any opposition from the public was very vocal for a reason. I just don't want to say forget the public hearing. I don't want to ignore the people that are out there. They had objections.

MR. VAN LEEUWEN: Is a law suit going on between you and them?

MR. NACLERIO: Yes, there is.

MR. VAN LEEUWEN: Just for my information.

MR. BLOOM: Mr. Chairman, forgive me for interrupting, in the sound discretion of the Board, may I have an opportunity at the proper time just to address the Board for no more than 30 seconds.

MR. SCHIEFER: I recommend that, I don't think anyone has any objection getting the minutes of the meeting. Have Myra--she can't mail them, the town doesn't have any money. I want everybody to review this thing. Mike, do you know what the date of the meeting was?

MR. KRIEGER: February 13th and you're interested in pages 4 through 19 if you're talking about reproduction.

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MR. NACLERIO: You made a statment that I said something and you were surprised that I said it. I don't recall making anything other than ves, make that a condition of approval that should the road get damaged during my construction, these are the minutes--

MR. SCHIEFER: You're reading a part of it.

MR. NACLERIO: There were a lot of other statements made, not by me.

MR. DUBALDI: We want to check and see.

MR. NACLERIO: And also if I could, I was surprised when Hank eluded to a maintenance agreement. Would it be out of line to ask the people that live there if they have an agreement of any sort?

MR. DUBALDI: They don't have an agreement at this time.

MR. NACLERIO: How do you know?

MR. SCHIEFER: I see no problem but--

MR. VAN LEEUWEN: If you could get a maintenance agreement, we'd be very happy.

MR. NACLERIO: Can we ask them if they have one because I did a lot of running around and I found a man that does some snow plowing and he says that there's, they have one down there.

MR. DUBALDI: Written agreement or informal?

MR. VAN LEEUWEN: We need a written agreement, John.

MR. NACLERIO: There are statements made in these minutes that weren't made by me, if you interpret them that are made by me--

MR. SCHIEFER: There's a staternent made by me and you agreed to it, page 17 you agreed to my statement that you'll put on a maintenance--I'll not discuss it now.

MR. DUBALDI: I can read it from the record. Mr. Schiefer: Is that your understanding without putting up a bond, you have gone on record saying you'll maintain that road? Mr. Naclerio: Yes make that a

THIS MEETING IS DEDICATED TO THE MEMORY OF JOHN PAGANO

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condition of approval that should the road get damaged during my construction that I'll repair it to its original shape, form and size. I'm willing to sign that agreement. So, he asked one thing and you agreed.

MR. VAN LEEUWEN: You answered to it with another thing.

MR. SCHIEFER: You said yes to what I asked now I couldn't believe it but yes you agreed to the maintenance.

MR. VAN LEEUWEN: Let us look at the minutes so we all know what's going on.

MR. MC CARVILLE: The motion was that way as well.

MR. SCHIEFER: I want to go over it. Let's refresh it and go back on the agenda.

MR. BLOOM: Mr. Schiefer, you just put your finger on it. That was the point I wanted to make. You put your finger on it. I'll defer to the Board. I'm satisfied.

Bloom & Bloom, P.C.

ATTORNEYS AND COUNSELORS AT LAW

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530 BLOOMING GROVE TURNPIKE
(AT THE PROFESSIONAL CIRCLE)
P.O. BOX 4323
NEW WINDSOR, NEW YORK 12553
TELEPHONE (914) 561-6920
FAX: 914-561-0978

January 9, 1991

Andrew S. Krieger, Esq.
219 Quassaick Avenue (Squire Village)
New Windsor, New York 12553

RE: CHILD, et al w/ New Windsor Planning Board --
Application of Naclerio
Premises: Wood Thrush Lane
New Windsor, New York 12553
Our File No. 9321

Dear Mr. Krieger:

Pursuant to my agreement with the Town of New Windsor Planning Board, I forward herewith for your review, a copy of correspondence to the undersigned in the above matter from Goshen Searchers, Inc., dated January 3, 1991, together with its attachments.

Based upon the enclosure, I respectfully submit that our clients, Col. and Mrs. Paul Child of #3 Wood Thrush Lane, New Windsor, New York 12553, would have "standing", to commence litigation to enforce the restrictive covenant against the above-referenced applicant, Naclerio, regardless of any action or inaction which may or may not be taken by the Town of New Windsor Planning Board.

I am taking the liberty of forwarding an additional copy of this correspondence, together with its enclosure to the Chairman of the Planning Board in order that it may be made available to the remaining members of the same for their consideration.

Sincerely yours,

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DANIEL J. BLOOM
DJB/bk

Enclosure

Bloom & Bloom, P.C.

cc: Mr. Carl E. Schiefer, Chairman
Town of New Windsor Planning Board
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
Enclosure

Col. and Mrs. Paul Child
3 Wood Thrush Lane
New Windsor, New York 12553
Enclosure

Mr. Joseph A. Scalzo
2 Wood Thrush Lane
New Windsor, New York 12553

Mr. and Mrs. Russell H. Stroheker
1 Wood Thrush Lane
New Windsor, New York 12553

David E. Tower, Esq.
c/o Larkin, Axelrod & Tower, Esq.
34 Route 17K
Newburgh, New York 12550

Grevas & Hildreth, P.C.
33 Quassaick Avenue
New Windsor, New York 12553
Attention: William Hildreth, L.S.
Enclosure

GOSHEN SEARCHERS, INC.
20 Scotchtown Avenue Goshen, New York 10924

Policy Writing Agent For
TRW TITLE INSURANCE of New York, Inc.

Office: 914-294-5110 County Building: 914-294-6913
Newburgh Tie Line: 914-564-6150

Fax Line: 914-294-9581

1/03/91

Daniel J. Bloom, Esq.
P.O. Box 4323
New Windsor NY 12553

Re: GO 5950
Child et al w/ New Windsor Planning Board

Dear Sir:

Attached is memorandum prepared in answer to your letter of 12/18/90. As pointed out therein, the restriction in question was first imposed in 1964 by Evans. Apparently the only other owner (among those mentioned in your letter) tracing title through Evans is Childs.

We feel that Childs would have standing to bring an action to enforce against Naclerio.

We make no statement as to marketability of the various parcels nor liens affecting same. Neither do we make any comment regarding status of payment of taxes, rents and assessments. This letter and memorandum is limited to the specific matters referred to therein.

Very truly yours,


PAUL G. MILLER

PGM/ng

MEMORANDUM

The premises shown on tax map as Lot 30 in Block 4 in Section 17 (Town of New Windsor) are described in deed Liber 2154 cp. 987, corrected by Liber 3338 cp. 8. These premises were part of the premises owned at one time by the Ziegler family.

The easterly portion of said tax Lot 30 was conveyed by Ziegler to Walter Evans and Loius Wilson Evans in 1949 by Liber 1114 cp. 422. (The 50' strip to the north of Lot 30 is also included in this deed). Restriction in this deed called for this portion of the premises to be improved with a one family dwelling.

The westerly portion of tax Lot 30 is part of a larger tract (which also included tax Lot 39.40 and part of 41) conveyed to Mollie Grubel Parsons in 1944 by Liber 947 cp. 578. This deed contains a restriction that the portion of the lands along Broad Street (current Lots 39, 40, 41) could be improved with no more than four 1 family houses and the remainder of the premises (westerly part of Lot 30) with no more than two.

In 1946, by Liber 1030 cp. 57, Parsons conveyed the westerly part of Lot 30 to the said Walter Evans and Louise Wilson Evans; imposing a restriction as in Liber 947 cp. 578 stating the premises could not be improved with more than two dwellings.

CONTINUED

PAGE 2
GO 5950

Tax Lot 29 was made up of several parcels being deeded from Ziegler to Walter Evans and Louise Wilson Evans in the late 30's and early 40's and recorded in Liber 811 cp. 3, Liber 815 cp. 43, Liber 836 cp. 68, Liber 886 cp. 500, Liber 1114 cp. 422, (which also includes the easterly part of Lot 30), Liber 1250 cp. 510 which contained various covenants and restrictions.


To Recap: Subsequent to 1949, Walter Evans and Louise Wilson Evans held title to tax lots 29 and 30.

Our preliminary work does not reveal the Evans' having had any interest in tax Lots 48 and 45.

In 1964, by Liber 1687 cp. 216, the Evans' conveyed tax Lot 30 to James V. Cunningham and Mildred A. Cunningham and, at this time, the imposition of the restriction as to premises being "one (1) building lot" appears of record. The premises were then, in 1979, conveyed to Nacliero by the first mentioned deeds Liber 2154 cp. 987, corrected by Liber 3338 cp. 8.

Tax Lot 29 remained in the Evans family until 1980 when it was conveyed to Daniel M. Polli and Sharon S. Polli by Liber 2170 cp. 1 and by Polli to Paul W. Child, Jr., and Judy Ann Child in 1974 by Liber 2289 cp. 825.

Dated 12/20/90
Elmer Budd



SECTION 9

SECTION 16

SECTION 19

SECTION 20

LEGEND					
STATE OR COUNTY LINE	--- --	PLAT PLAIN LINE	---	THE MAP PLAIN	---
CITY TOWNSHIP VILLAGE	---	BARRETT LINE	---	THE MAP PLAIN	---

Rec'd 2/25/49
L1114 up 422



422

DEED-STATUTORY FORM A-NO. 422
FULL GOVERNMENT-INDIVIDUAL

THE CHESHOLM PRINTING COMPANY, 200 PEARL ST., N. Y. 11101

This Indenture,

Made the twenty-fourth day of February, nineteen hundred and forty-nine,

Between MARY ROE ZEIGLER, residing in the Town of New Windsor, County of Orange and State of New York, with no street address,

party of the first part, and
WALTER EVANS and LOUISE WILSON EVANS, husband and wife as tenants by the entirety, each residing in the said Town of New Windsor, County of Orange and State of New York, with no street address,

parties of the second part;
Witnesseth, that the party of the first part, in consideration of
TEN - - - - - (\$10.00) Dollars,
lawful money of the United States, and of other good and valuable
consideration paid by the party of the second part,
do hereby grant and release unto the party of the second part,
their heirs and assigns forever,

All that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange, State of New York, bounded and described as follows:

BEGINNING at a point in the southwest side of a private road 50 feet wide, said point of beginning being the northeastern corner of the lands conveyed by L.A. Parsons to Walter Evans and Louise Wilson Evans, and runs thence along the southwest side of said private road S. 38° 44' E. 10.45 feet; S. 48° 35' E. 80.2 feet; S. 50° 31' E. 75.7 feet; thence leaving said road and running along lands of Mary Roe Zeigler S. 39° 43' W. 127.35 feet; thence still along lands of said Mary Roe Zeigler N. 48° 31' W. 82.44 feet to the most southerly corner of aforesaid lands conveyed by L.A. Parsons to Walter Evans and Louise Evans; thence along said lands N. 27° 04' E. 12.68 feet; N. 2° 09' E. 79.69 feet; N. 8° 39' E. 62.64 feet, to the place of beginning. Containing 0.3552 acre.

It is understood and agreed that the above described parcel of land shall be subject to the following restrictions:

FIRST: That neither the parties of the second part, nor their heirs or assigns, shall or will erect or permit upon any portion of the said premises any building except a detached dwelling house for one family only which shall cost, and be reasonably worth, not less than \$6,000.00.

SECOND: That neither the said parties of the second part, nor their heirs or assigns, shall or will manufacture, or sell or cause to be sold or manufactured on any portion of the premises hereby conveyed, any goods or merchandise of any kind, and will not carry on, or

permit to be carried on, on any part of said premises any trade or business whatsoever, or any boarding house.

THIRD: That neither the parties of the second part, nor their heirs or assigns, shall at any time use the name of "Vanewood" as designating their property or any portion thereof.

And the parties hereto for themselves, their heirs, and assigns, do mutually covenant and agree as follows:

FOURTH: That the covenant contained in Paragraph THIRD shall never be annulled, altered or waived, except by an instrument in writing executed by the party of the first part, her heirs or assigns. That all of the other foregoing covenants are to run with the land, and are to be construed as covenants running with the land, except, however, it is mutually understood and agreed that the above other covenants and restrictions, or any of them, may be altered or annulled at any time by written agreement by and between the party of the first part, her heirs or assigns, and the owner for the time being of the premises upon which it is agreed to alter or annul said covenants as to said premises without the consent of the owner or owners of any adjacent premises.

ALSO that certain lot, piece or parcel of land 50 feet in width, bounded and described as follows:

BEGINNING at a point in the southeast corner of lands belonging to Robert and Gertrude Grahame, and running thence S. 50° 05' E. 72.1 feet; thence S. 38° 44' E. 108.20 feet; thence S. 48° 25' E. 75.04 feet; thence S. 50° 33' E. 75 feet to lands belonging to Mary Roe Zeigler; thence along said lands S. 39° 43' W. 50 feet to a stake; thence N. 50° 33' W. 75.7 feet; thence N. 48° 25' W. 80.2 feet; thence N. 38° 44' W. 107.47 feet; thence N. 50° 05' W. 71.17 feet to the northeast corner of lands belonging to Arnold and Marjorie Armitage; thence approximately N. 44° 0' E. 50 feet, more or less, to the place of beginning.

SUBJECT, however, to an easement for use as a driveway over the existing driveway, the same being approximately 12 feet in width, leading into Quassaick Avenue through said 50 feet parcel. This easement, it is understood, is given to Mary Roe Zeigler, her heirs and assigns, for the sole use of her family, or the family of her heirs or assigns, it being understood that such assigns as here designated will constitute a single owner of the house and accompanying property, or to one family renting the house and surrounding grounds of said Mary Roe Zeigler in the absence of the Zeigler family. This easement, it is understood, is given for non-commercial purposes.

It is further understood and agreed that the land bordering on either side of the said existing driveway shall be used for bordering landscaping only, so that it shall retain its present character of a tree-bordered driveway.

These covenants shall be binding upon the parties herein and their heirs and assigns.

The two above described parcels of land being portions of the premises described in a deed made by William J. Roe, Jr., and Lee Woodward Zeigler, as Executors of the Last Will and Testament of William J. Roe, deceased, to said MARY ROE ZEIGLER, dated November 4, 1921, and recorded in Orange County Clerk's Office in Liber 615 of Deeds at Page 588.

This Indenture,

Made the Twenty Seventh day of April, nineteen hundred and Forty Four

Between Mary Roe Zeigler, residing in the Town of New Windsor, County of Orange, State of New York. (Quassaick Avenue), no street number

and Mollie Grapel Parache, residing in the City of Newburgh, County of Orange, State of New York. (173 Chambers Street).

Witnesseth, that the part Y of the first part, in consideration of

Ten Dollars, lawful money of the United States, and other valuable consideration

paid by the part Y of the second part, does hereby grant and release unto the part Y of the second part, her heirs,

All that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange, State of New York, bounded and described as follows:

Beginning in the north line of Broad Street distant 189.07 ft. on a course of South 48 degrees 31 1/2 minutes East from the northeast corner of Broad Street and Quassaick Avenue, and running thence along the north side of Broad Street South 48 degrees 31 1/2 minutes East 199.08 ft.; thence still along the north line of Broad Street South 52 degrees 31 1/2 minutes East 4.02 ft.; thence through lands of Mary Roe Zeigler North 38 degrees 11 1/2 minutes East 104.22 ft.; thence North 86 degrees 28 minutes East 58.16 ft.; thence North 77 degrees 5 minutes East 35 ft.; thence North 51 degrees 9 minutes East 25 ft.; thence North 27 degrees 4 minutes East 25 ft.; thence North 3 degrees 9 minutes East 79.69 ft.; thence North 3 degrees 38 minutes East 68.64 ft.; thence North 35 degrees 44 minutes West 97.02 ft.; thence North 50 degrees 5 minutes West 11.12 ft.; thence still through lands of Mary Roe Zeigler South 41 degrees 10 1/2 minutes West 341.10 feet to the place of beginning - containing 1.8575 acres - subject, however, to an easement of 9 feet along course South 41 degrees 10 1/2 minutes West, a distance of 341.10 feet, for the purpose of a driveway for vehicles, together with right for such use a strip 3 feet wide adjoining said strip on the west.

Together with an easement over the existing driveway from Quassaick Avenue to the northeasternmost limit of above described property, with the right of ingress and egress, and the right of entrance from said driveway to the aforesaid property at any point desired.

Being part of the premises described in a deed made by William J. Roe, Jr., and Lee Woodward Zeigler, as Executors of the last Will and Testament of William J. Roe, deceased, to said Mary Roe Zeigler, dated November 4th, 1921, and recorded in Orange County Clerk's Office in Liber 615 of Deeds at Page 588.

And the said party of the second part for herself, her heirs and assigns, does hereby covenant and agree to and with the said party of the first part, her heirs and assigns, as follows:-

THAT neither the party of the second part, nor her heirs or assigns, shall or will erect, or permit to be erected, on that portion of the said premises fronting on Broad Street, a distance of 203.08 ft., more than four detached dwelling houses, for one family only each, with garages; it is hereby understood and agreed that the party of the second part shall erect, or permit to be erected, not more than two detached dwelling houses, for one family each, with garages, on the remaining portion of the aforesaid premises, with easement over driveway to said two dwelling houses only, and that the houses shall be constructed nearer the line of said driveway than 20 feet at any given point, said line of said driveway being 25 feet from the center of existing driveway.

AND WHEREAS, That neither the said party of the second part, nor her heirs or assigns, shall or will manufacture, or sell or cause to be manufactured or sold on any portion of the premises hereby conveyed any goods or merchandise of any kind, and will not carry on, or permit to be carried on, in any portion of said premises any trade or business whatsoever, or any other kind of business.

IT IS HEREBY AGREED THAT neither the party of the second part, nor her heirs or assigns, shall at any time use the name of "Vacaville" as designating her, or any portion thereof.

AND WHEREAS, That the parties hereto for themselves, their heirs and assigns do hereby agree and agree as follows:

THAT the covenants contained in Paragraph THIRD shall never be waived, altered or waived, except by an instrument in writing executed by the party of the first part, her heirs or assigns.

THE COVENANTS of the foregoing covenants are to run with the land, and are to be construed as covenants running with the land, until the first day of January, 1960, when they shall cease and terminate, except, however, it is mutually understood and agreed that the above other covenants and restrictions hereon may be altered or annulled at any time prior to said first day of January, 1960, by written agreement by and between the party of the first part, her heirs or assigns, and the owner for the time being of the premises upon which it is agreed to alter or annul said covenants or restrictions without the consent of the owner or owners of any adjacent premises.

THAT these covenants shall be binding upon the parties herein and their heirs and assigns.

TOGETHER with the covenants and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, her heirs and assigns forever.

100-1001 p. 426, Nov. 17, 1951.
Distribution of 7 copies, 1 to S. 1215 p. 251, Oct. 30, 1951.

STATUTORY FORM NO. 100-1001-NO. 100

THE CUSHMAN PRINTING COMPANY, 42 PEARL ST., N. Y. 4018

This Indenture,

57

Made the thirteenth day of November, nineteen

between JOHN J. BARONS, residing at 133 Liberty Street, City
of New York, County of Orange, State of New York,

part of the first part, and

JOHN J. BARONS EVANS, husband and wife, residing at
133 Liberty Street, City of New York, County of Orange,

part of the second part,

of the first part, in consideration of
the sum of \$10.00 (Ten and No 100 (\$10.00) Dollars,

and other good and valuable considera-

tion, the parties of the second part,

do hereby grant and release unto the parties of the second part,

their heirs and assigns forever,

All the certain lot, piece or parcel of land, situate, lying and
being in the Town of New Windsor, County of Orange, State of New York

...the southerly side of a proposed street 50 feet wide
...the northeast corner of lands conveyed by Mary Roe Zeigler to Alfred
...Grubel Parsons by Deed dated April 27th, 1944 and recorded
...of Orange County Records of Deeds, at Page 576 and RUNS
THENCE along the westerly line of said lands south 41 degrees 10-1/4
minutes west 141.1 feet; THENCE along other lands of said Parsons
south 40 degrees 12-1/2 minutes east 253.73 feet to an iron pipe in
the center of the line of lands of Mary Roe Zeigler; THENCE along lands of
Mary Roe Zeigler north 27 degrees 4 minutes east 12.65 feet to a split
in the center of the pipe line; THENCE north 8 degrees 9 minutes east
52.5 feet; THENCE north 8 degrees 39 minutes east 62.6 feet to the
southeast corner of a proposed proposed street; THENCE
along the southerly side of said proposed street north 18 degrees 11

Rec'd 12124146
L1030 p 57

CONTAINING 0.65% BORON.

age described in a Poed made by Mary
and dated April 27, 1944 and
State Records of Poeds, at Page 57d.

of 6 feet along course South 41 degrees East 10 East for the purpose of
with eight for each end of a strip 6
feet first described study to Broad
Gravel Bars together with
adjoining land strip on the west
side, which runs from Quasick Avenue
are described separately southerly

from the existing driveway from Chancelor
that above described property, with the
right to acquire from said driveway
from said

AND the second part, for themselves, their heirs, assigns and agree to and with the said party with assignments as follows:

to be constructed near the line of said driveway, and the line of said driveway shall be constructed near the line of said driveway, and the line of said driveway shall be constructed near the line of said driveway.

the parties of the second part, nor their
manufacture, or sale or consignment, or
the premises hereby conveyed any goods
and will not carry on such permit to be car-
ried on any business any trade or business whatsoever.

...the pants of the second part, nor their
...the name of "Pangwood" as dis-
...thereof.

the right of disposing of themselves, their heirs and assigns, to
the Government of the United States.

FOURTH. The covenant contained in Paragraph "THIRD" shall never be annulled, altered or waived, except by an instrument in writing executed by Mary McLaughlin, her heirs or assigns.

That all of the foregoing covenants are to run with the land, and are to be construed as covenants running with the land, until the first day of January, 1960, when they shall cease and terminate, except, however, it is mutually understood and agreed that the above other covenants and restrictions, or any of them, may be altered or annulled at any time prior to said first day of January, 1960, by written agreement by and between Mary Rae Zeigler, her heirs or assigns, and the owner for the time being of the premises upon which it is agreed to alter or annul said covenants as a said premises without the consent of the owner or owners of any adjacent premises.

These statements shall be binding upon the parties herein and their heirs and assigns.

ALL TAXES assessed or becoming a lien on or after the

**PREVIOUS
DOCUMENTS
IN POOR
ORIGINAL
CONDITION**

This Indenture,

Made the *thirteenth* day of October, *nineteen*
hundred and Sixty-four.

Between WALTER EVANS and LOUISE WILSON EVANS, husband and wife, each residing on Quassaick Avenue, (with no street number), in the Town of New Windsor, County of Orange and State of New York,

parties of the first part, and

JAMES V. CUNNINGHAM and MILDRED A. CUNNINGHAM, husband and wife, each residing on Oakridge Drive, (with no street number), in the Town of New Windsor, County of Orange and State of New York,

Witnesseth, that the parties of the first part, in consideration of
----- TEN (\$10.00) ----- Dollars,
lawful money of the United States, and other good and valuable
consideration paid by the parties of the second part,
do hereby grant and release unto the parties of the second part,
their heirs and assigns forever,

All that certain lot, piece or parcel of land, situate, lying
and being in the Town of New Windsor, County of Orange and State of
New York, and is bounded and described as follows:

BEGINNING at a point approximately 195.90 feet from the South
side of Quassaick Avenue which is the Southwest corner of lands now
or formally of Arnold Armitage; thence running along the East side
of a private road South 50° 05' East for 71.17 feet; thence still
along said private road South 38° 44' East for 107.47 feet; thence
still along said private road South 48° 25' East for 80.20 feet;
thence still along said private road South 50° 33' East for 75.70
feet to a pipe; thence running South 39° 43' West for 127.35 feet to
a pipe and stone monument; thence North 48° 31½' West for 336.17
feet to the line of lands now or formally of Arnold Armitage; thence
North along lands of said Arnold Armitage 41° 10½' East for 141.10
feet to the point or place of beginning. Containing 1 and 0105/10000
acres.

TOGETHER with the right to use said private road which is
approximately 50 feet in width and which is set forth and described
in a deed from Mary Roe Zeigler to Walter Evans and Louise Wilson
Evans dated February 24th, 1949, and recorded in the Orange County
Clerk's Office February 25th, 1949 in Liber 1114 of deeds at page
422, for the purpose of ingress and egress to the above described
premises.

SUBJECT to the condition that the premises hereby conveyed
shall be held by the purchasers in one (1) building lot, and the
purchasers shall not cut the premises up into several lots.

SUBJECT, ALSO, to the restrictions which are set forth in the
above described deed from Mary Roe Zeigler to Walter Evans and
Louise Wilson Evans.

7c w
w 11/2/64
L 1057 p 216

most easterly line of the premises above described and including therein the present driveway, and in a strip of land sixteen (16) feet wide, its south line in part coinciding with the entire north line of the premises above described, and running from Quassaick Avenue to the most easterly line of the premises above described, with the right of ingress and egress over the surface of said strips of land for all purposes, and for the installation, construction, replacement and maintenance of electric conduits and poles, sewer, water and gas pipes, telephone poles with the proper wires and equipment appurtenant thereto under and along said strips of land, and the party of the first part reserves the right to grant further easements and rights of way for all or any purposes under and along said strips of land.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Rolanda Mosley

Vera Holt

LOUISE WILSON EVANS, By
Vera Holt, Power of Attorney

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 17th day of OCTOBER, nineteen hundred and seventy-nine,
BETWEEN JAMES V. CUNNINGHAM and MILDRED A. CUNNINGHAM, residing
at 1171-South East 2nd Avenue, Deerfield Beach, Florida, (33441);

party of the first part, and JOHN J. NACLERIO and STEPHANIE M. NACLERIO,
residing at 87 Merline Avenue, New Windsor, New York; as tenants
by the entirety;

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

-----TEN AND NO/100 (\$10.00)----- dollars,

lawful money of the United States, and other good and valuable considerations paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, ~~with the building and improvements thereon~~ situate,

lying and being in the Town of New Windsor, County of Orange and State of New York, being more particularly described as follows:

BEGINNING at an iron pipe found in a tree root approximately 195.90' from the South side of Quassaick Avenue; and running thence, along the East side of a private road known as Wood Thrush Lane the following four (4) courses:

(1) South 50 degrees 05 minutes East 71.17' to a spike set in a tree root;

(2) South 38 degrees 44 minutes East 107.47' to an iron pipe set;

(3) South 48 degrees 25 minutes East 80.20' to an iron pipe set;

(4) South 50 degrees 33 minutes East 75.95' to an iron pipe found;

Thence, South 39 degrees 43 minutes West 127.35' to an iron pipe found 0.6' west of a stone monument marked "E" found; thence, North 48 degrees 31 minutes 30 seconds West passing through an iron pipe found at 38.24' and a concrete monument found at an additional 44.41', a total distance of 336.31' to an iron pipe set on the line of lands now or formerly of Anthony and Beverly A. Marchesani; thence along said line, North 41 degrees 10 minutes 15 seconds East 141.10' to the point or place of beginning.

Containing 1.01± acres of land more or less.

TOGETHER with the right to use said private road which is approximately 50 feet in width and which is set forth and described in a deed from Mary Roe Zeigler to Walter Evans and Louise Wilson Evans dated February 24th, 1949, and recorded in the Orange County Clerk's Office February 25th, 1949 in Liber 1114 of deeds at page 422, for the purpose of ingress and egress to the above described premises.

2154 983

SUBJECT to the condition that the premises hereby conveyed shall be held by the purchasers in one (1) building lot, and the purchasers shall not cut the premises up into several lots.

SUBJECT, ALSO, to the restrictions which are set forth in the above described deed from Mary Roe Zeigler to Walter Evans and Louise Wilson Evans.

BEING the same premises conveyed by Walter Evans and Louise Wilson Evans to James V. Cunningham and Mildred A. Cunningham by deed dated October 30, 1964, and recorded in the Orange County Clerk's Office on November 2, 1964, in Liber 1687 of Deeds at Page 216.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

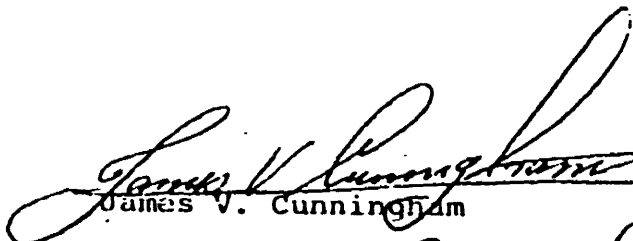
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

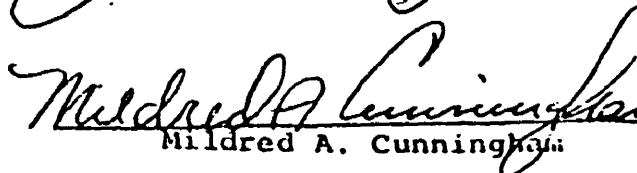
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


James V. Cunningham


Mildred A. Cunningham

17th day of October 19 79, before me
personally came JAMES V. CUNNINGHAM
and MILDRED A. CUNNINGHAM

to me known to be the individual s described in and who
executed the foregoing instrument, and acknowledged that
they executed the same.


Notary Public

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me
personally came
to me known, who, being by me duly sworn, did depose and
say that he resides at No.

that he is the
of

, the corporation described
in and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so
affixed by order of the board of directors of said corpora-
tion, and that he signed his name thereto by like order.

On the day of 19 , before me
personally came

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
executed the same.

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me
personally came
the subscribing witness to the foregoing instrument, with
whom I am personally acquainted, who, being by me duly
sworn, did depose and say that he resides at No.

that he knows

to be the individual
described in and who executed the foregoing instrument;
that he, said subscribing witness, was present and saw
execute the same; and that he, said witness,
at the same time subscribed his name as witness thereto.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

FILE No.

JAMES V. CUNNINGHAM and
MILDRED A. CUNNINGHAM
TO

JOHN J. NACLERIO and
STEPHANIE M. NACLERIO

SECTION
BLOCK
LOT
COUNTY OR TOWN

RETURN BY MAIL TO:

Jeralt Fin delho 12
P.O. Box 4011
New Windsor, N.Y. Zip No. 12552

Reserve this space for use of Recording Office.

DEED 2154 PAGE 989

4126
JAN 14 1980
REAL ESTATE
TREASURY
CHESCO COUNTY

CHESCO COUNTY CLERK'S OFFICE, SS
RECORDED 1/14/80 5:02 PM
JAN 14 1980 2:54 PM
DEED 2154
John D. Schlessman
Clerk

Standard N.Y.B.T.U. Form

Bargain and Sale Deed with Covenant against

Grantor's Acts — Individual or Corporation

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT — THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

C O R R E C T I O N D E E D

THIS INDENTURE, made the 31st day of July, nineteen hundred and ninety

BETWEEN MILDRED A. CUNNINGHAM, as tenant by the entirety, residing at
1171 South East 2nd Avenue, Deerfield Beach, Florida 33441

party of the first part, and JOHN J. NACLERIO and STEPHANIE M. NACLERIO, residing at
87 Merline Avenue, New Windsor, New York 12553, as tenants by the entirety,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

-----TEN AND NO/100 (\$10.00)-----dollars,

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, being more particularly described as follows:

BEGINNING at an iron pipe found in a tree root approximately 195.90 feet South 88 degrees 05 minutes East, along the East side of Quassaick Avenue; and running thence, along the East side of Wood Thrush Lane, the following four (4) courses:

First course, South 88 degrees 05 minutes East, 71.17 feet to a spike set in a tree root;
Second course, South 38 degrees 44 minutes East, 107.47 feet to an iron pipe set;
Third course, South 48 degrees 23 minutes East, 80.20 feet to an iron pipe set;
Fourth course, South 50 degrees 33 minutes East, 75.95 feet to an iron pipe found;
THENCE, South 39 degrees 43 minutes West, 127.35 feet to an iron pipe found 0.6 feet West of a stone monument marked "E" found; thence, North 48 degrees 31 minutes 30 seconds West, passing through an iron pipe found at 38.24 feet and a concrete monument found at an additional 44.41 feet, a total distance of 336.31 feet to an iron pipe set on the line of lands now or formerly of Anthony and Beverly A. Marchesani; thence, along said line, North 41 degrees 10 minutes 15 seconds East, 141.10 feet to the point or place of **BEGINNING**.

Containing 1.01± acres of land, more or less.

TOGETHER with the right to use said private road which is approximately 50 feet in width and which is set forth and described in a Deed from Mary Roe Ziegler to Walter Evans and Louise Wilson Evans dated February 24, 1949, and recorded in the Orange County Clerk's Office February 25, 1949 in Liber 1114 of Deeds at Page 422, for the purpose of ingress and egress to the above described premises.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,
TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,
TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

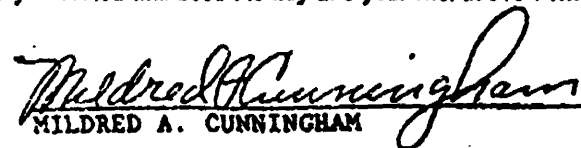
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


MILDRED A. CUNNINGHAM

SUBJECT to the restrictions which are set forth in the above described deed from Mary Joe Ziegler to Walter Evans and Louise Wilson Evans.

BEING the same premises conveyed by Walter Evans and Louise Wilson Evans to James V. Cunningham and Mildred A. Cunningham by Deed dated October 30, 1964, and recorded in the Orange County Clerk's Office on November 2, 1964 in Liber 1687 of Deeds at Page 216.

BEING the same premises conveyed to James V. Cunningham and Mildred A. Cunningham by Deed dated October 30, 1964, said deed having been delivered to the parties of the second part as tenants by the entirety, and James V. Cunningham having died a resident of Deerfield Beach, Florida on May 22, 1990, leaving him surviving Mildred A. Cunningham, the Grantor herein.

This Deed is intended to be a correction deed for the deed recorded in Liber 2154 of Deeds at Page 987 and recorded in the Orange County Clerk's Office on January 14, 1980 between the same parties herein and does not constitute a conveyance of fee interest at the date hereof but on the date of the aforementioned deed, being and intended to remove the restriction recited as follows:

(C) "SUBJECT TO THE condition that the premises hereby conveyed shall be held by the purchasers in one (1) building lot and the purchasers shall not cut the premises up into several lots."

1114-422

FLORIDA
STATE OF NEW YORK, COUNTY OF HOWARD

On the 31st day of July 19 90, before me personally came

MILDRED A. CUNNINGHAM
to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
she executed the same.


NOTARY PUBLIC - STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 29, 1994
BONDED THRU GENERAL INS. UMO.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came
to me known, who, being by me duly sworn, did depose and say
that he resides at No.

that he is the
of

, the corporation described
in and which executed the foregoing instrument; that he knows
the seal of said corporation; that the seal affixed to said instrument
is such corporate seal; that it was so affixed by order of the board
of directors of said corporation, and that he signed his name
thereto by like order.

ss: STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
executed the same.

ss: STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came
to me known, who, being by me duly sworn, did depose and say
that he resides at No.

that he is the
of

, the corporation described
in and which executed the foregoing instrument; that he knows
the seal of said corporation; that the seal affixed to said instrument
is such corporate seal; that it was so affixed by order of the board
of directors of said corporation, and that he signed his name
thereto by like order.

SECTION 17
BLOCK 4
LOT 30
COUNTY OR TOWN

Recorded at Request of COMMONWEALTH LAND
TITLE INSURANCE COMPANY

RETURN BY MAIL TO

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Quintailed by



COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

Zip No

LIBR 3338 PAGE 11

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 5th day of July, nineteen hundred and eighty-four.

BETWEEN DANIEL M. POLLI, residing at No. 321 Route 9W, Newburgh,
Orange County, New York, 12550, and SHARON S. POLLI, residing at
No. 3 Woodthrush Lane, New Windsor, Orange County, New York, 12550,

party of the first part, and

PAUL W. CHILD, JR. and JUDY ANN CHILD, his wife, both
residing at No. 3824 Larchwood Road, Falls Church, Fairfax County,
Virginia, 22041,

17-4-29
party of the second part,

WITNESSETH, that the party of the first part, in consideration of

-----TEN and 00/100----- (\$10.00)----- dollars,

lawful money of the United States, and other good and valuable consideration paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or

successors and assigns of the party of the second part forever,

~~ALL that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange, State of New York, bounded and described as follows:~~

~~Beginning at an iron pipe said point being the southwesterly corner of the lands of Walter and Louise Evans also being a point in the easterly boundary of the lands of now or formerly Anthony Marchesant running thence along westerly boundary of Evans on a bearing of N 41° 36' 28" E a distance of 332.79 feet running also along the easterly boundary of Robert and Gertrude Graham to a iron pipe in the easterly boundary of Albert and Greta Rhoades said point being the northwesterly corner of the Evans land and the southwesterly corner of the lands of Andrew and Veronica Lucas; thence running on a bearing of S 50° 33' 00" E along the lands of Lucas to an iron pipe and the lands of Louis Indzonka continuing thence along the lands of Indzonka to an iron pipe a total distance of 326.26' said point being the northeasterly corner of the Evans land; running thence along the easterly boundary of the Evans land on a bearing of S 40° 29' 31" W running along the westerly boundaries of Indzonka, Ernest & Dorothy Spignardo, Anthony and Martha Ortone, and Joseph and Bettean Magliato a total distance of 362.35" to an iron pipe said pipe being measured from a stone monument enscribed "E" on a bearing of S 40° 29' 31" W a distance of 27.26 feet, said iron pipe being also the southeasterly corner of the Evans lands and also the northeasterly corner of James Macierio running thence along Nacierio the following courses and distances N 50° 24' 14" W 76.86' to a pipe, N 46° 53' 36" W, 79.68' to a pipe, N 37° 34' 08" W, 107.12' to an iron pin, N 49° 26' 02" W, 71.50' to an iron pipe said point being the point and place of beginning.~~

ALL that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange, State of New York, bounded and described as follows:

BEGINNING at an iron pipe said point being the southwesterly corner of the lands of Walter and Louise Evans also being a point in the easterly boundary of the lands of now or formerly Anthony Marchesant running thence along westerly boundary of Evans on a bearing of N 41° 36' 28" E a distance of 332.79 feet running also along the easterly boundary of Robert and Gertrude Graham to a iron pipe in the easterly boundary of Albert and Greta Rhoades said point being the northwesterly corner of the Evans land and the southwesterly corner of the lands of Andrew and Veronica Lucas; thence running on a bearing of S 50° 33' 00" E along the lands of Lucas to an iron pipe and the lands of Louis Indzonka continuing thence along the lands of Indzonka to an iron pipe a total distance of 326.26' said point being the northeasterly corner of the Evans land; running thence along the easterly boundary of the Evans land on a bearing of S 40° 29' 31" W running along the westerly boundaries of Indzonka, Ernest & Dorothy Spignardo, Anthony and Martha Ortone, and Joseph and Bettean Magliato a total distance of 362.35" to an iron pipe said pipe being measured from a stone monument enscribed "E" on a bearing of S 40° 29' 31" W a distance of 27.26 feet, said iron pipe being also the southeasterly corner of the Evans lands and also the northeasterly corner of James Macierio running thence along Nacierio the following courses and distances N 50° 24' 14" W 76.86' to a pipe, N 46° 53' 36" W, 79.68' to a pipe, N 37° 34' 08" W, 107.12' to an iron pin, N 49° 26' 02" W, 71.50' to an iron pipe said point being the point and place of beginning.

Containing therein 2.646± acres.

TOGETHER with * see second page.

BEING the same premises as described in that certain deed dated July 10, 1980 made by Louise Wilson Evans through her attorney-in-fact, Vera Holt, to Daniel M. Polli and Sharon S. Polli, husband and wife, the grantors herein, and recorded in the Orange County Clerk's Office on July 14, 1980 in Liber 2170 of Deeds at Page 1.

*TOGETHER with easements in a strip of land fifty (50) feet wide, its north line in part coinciding with the entire south line of the premises above described, and running from Quassaick Avenue to the most easterly line of the premises above described and including therein the present driveway, and in a strip of land sixteen (16) feet wide, its south line in part coinciding with the entire north line of the premises above described, and running from Quassaick Avenue to the most easterly line of the premises above described, with the right of ingress and egress over the surface of said strips of land for all purposes, and for the installation, construction, replacement and maintenance of electric conduits and poles, sewer, water and gas pipes, telephone poles with the proper wires and equipment appurtenant thereto under and along said strips of land, and the party of the first part reserves the right to grant further easements and rights of way for all or any purposes under and along said strips of land.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

3

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way, whatever, except as aforesaid.

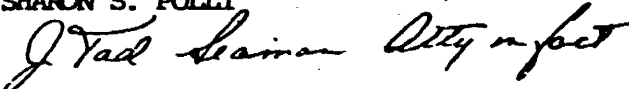
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


DANIEL M. POLLI


SHARON S. POLLI


J. Tad Seaman City of Boston

LIBER 2289 PG. 823

STATE OF NEW YORK, COUNTY OF

Orange

ss:

STATE OF NEW YORK, COUNTY OF

Orange

ss:

On the 5th day of July 19 84 before me personally came DANIEL M. POLLI

On the 5th day of July 19 84, before me personally came SHARON S. POLLI

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Notary Public

State of N.Y.

Qualified in Orange Co.
My Comm. Exp. 3/30/86

Notary Public

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order. STATE OF NEW YORK, COUNTY OF ORANGE SS:

On this 5th day of July, 1984, before me personally came J. TAD SEAMAN, to me personally known to be the person described and appointed attorney-in-fact in and by a certain power of attorney executed by Sharon S. Polli, dated June 27th, 1984, to be recorded in the Office of the Orange County Clerk simultaneously with the foregoing instrument and acknowledged to me that he had executed the foregoing instrument as the act of the said Sharon S. Polli.

LIBER 2289 PG 823

SECURITY TITLE & GUARANTY CO

22 MULBERRY STREET

MIDDLETOWN, N.Y. 10940

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. 0696164

DANIEL M. POLLI and
SHARON S. POLLI,

TO

PAUL W. CHILD, JR. and
JUDY ANN CHILD, his wife.

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

to be the individual

Notary Public

State of N.Y.

Qualified in Orange Co.

SECTION

BLOCK

LOT

COUNTY OR TOWN

My Comm. Exp. 3/30/86

420 117

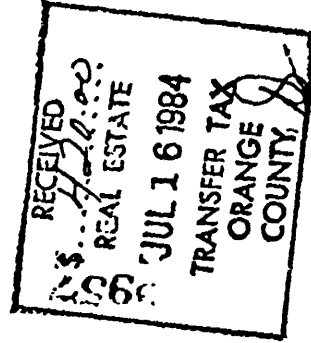
RECORD AND

RETURN BY MAIL TO:

DAVID E. TOWER, ESQ.
45 Grand Street, P.O. Box 229
Newburgh, NY, 12550

Zip No.

Reserve this space for use of Recording Office.



Orange County Clerk's Office, S.S.

Recorded on the 16 day

of July 1984 at 11:00

A.M. in Liber 2289

and Examined at page 5

Marina S. Murphy

CLERK

A 289

Standard N.Y.S.U. Form 5000
Mortgage & sale deed, without covenant against grantor's sale—Ind. or Corp.

DATED 1979

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
60 EXCHANGE PL. AT BROADWAY, N. Y. C. 10004

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 10th day of July, nineteen hundred and eighty
BETWEEN

LOUISE WILSON EVANS, 3 Wood Thrush Lane, New Windsor, New York, by
VERA HOLT, her Attorney-in-Fact, under and by virtue of a Power
of Attorney dated September 7, 1979, and recorded in the Orange
County Clerk's Office on September 13, 1979 in Liber 2143 cp 238

party of the first part, and

DANIEL M. POLLI and SHARON S. POLLI, as husband and wife,
32 Clark View Drive, New Windsor, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Sixty Thousand

(\$60,000.00) ----- dollars,

lawful money of the United States,

paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, State of New York, bounded and described as follows:

BEGINNING at an iron pipe said point being the southwesterly corner of the lands of Walter and Louise Evans also being a point in the easterly boundary of the lands of now or formerly Anthony Marchesant running thence along westerly boundary of Evans on a bearing of N 41° 36' 28" E a distance of 332.79 feet running also along the easterly boundary of Robert and Gertrude Graham to an iron pipe in the easterly boundary of Albert and Greta Rhoades said point being the northwesterly corner of the Evans land and the southwesterly corner of the lands of Andrew and Veronica Lucas; thence running on a bearing of S 50° 33' 00" E along the lands of Lucas to an iron pipe and the lands of Louis Indzonka continuing thence along the lands of Indzonka to an iron pipe a total distance of 326.26' said point being the northeasterly corner of the Evans land; running thence along the easterly boundary of the Evans land on a bearing of S 40° 29' 31" W running along along the westerly boundaries of Indzonka, Ernest & Dorothy Spignardo, Anthony and Martha Ortone, and Joseph and Bettean Magliato a total distance of 362.35' to an iron pipe said pipe being measured from a stone monument inscribed "F" on a bearing of S 40° 29' 31" a distance of 27.26 feet, said iron pipe being also the southeasterly corner of the Evans lands and also the northeasterly corner of James Nacierio running thence along Nacierio the following courses and distances: N 50° 24' 14" West 76.86' to a pipe, N 46° 53' 36" W, 79.68' to a pipe, N 37° 34' 08" W, 107.12' to an iron pin, N 49° 26' 02" W, 71.50' to an iron pipe said point being the point and place of beginning.

Containing therein 2.646 ⁺ acres.

TOGETHER with easements in a strip of land fifty (50) feet wide, its north line in part coinciding with the entire south line of the premises above described, and running from Quassaick Avenue to the

Rec'd 7/11/82

most easterly line of the premises above described and including therein the present driveway, and in a strip of land sixteen (16) feet wide, its south line in part coinciding with the entire north line of the premises above described, and running from Quassaick Avenue to the most easterly line of the premises above described, with the right of ingress and egress over the surface of said strips of land for all purposes, and for the installation, construction, replacement and maintenance of electric conduits and poles, sewer, water and gas pipes, telephone poles with the proper wires and equipment appurtenant thereto under and along said strips of land, and the party of the first part reserves the right to grant further easements and rights of way for all or any purposes under and along said strips of land.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Roberta Mosberg

Vera Holt

LOUISE WILSON EVANS, By
Vera Holt, Power of Attorney

Standard N.Y.B.L.U. Form 3007-10M

Bargain and Sale Deed, with Covenant against Grantor's Acts—Individual or Corporation.

CONSULT YOUR LAWYER BEFORE

SIGNING THIS INSTRUMENT - THIS INSTRUMENT

SHOULD BE USED BY LAWYERS ONLY

LIBR 2106 PAGE 148

THIS INDENTURE, made the 6th day of July, nineteen hundred and seventy-nine

BETWEEN ANTHONY T. MARCHESANI and BEVERLEY A. MARCHESANI, HUSBAND
AND WIFE, residing at 2 Wood Thrush Lane, New Windsor, New York,

party of the first part, and JOSEPH A. SCALZO, residing at C-27 Roman Gardens,
Powell Avenue, Newburgh, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of -----

-----TEN and no/100-----(\$10.00)-----dollars,

lawful money of the United States, and other good and valuable consideration paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or

successors and assigns of the party of the second part forever,

PARCEL I

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, County of Orange, State of New York, bounded and described as follows:

BEGINNING at a point on the southeasterly side of Quassaick Avenue 50 ft. from the southwesterly corner of lands belonging to Arnold and Marjorie Armitage and running thence through lands belonging to Mary Roe Zeigler South 50 degrees 5 minutes East 193.12 feet to a stake; and thence North 41 degrees 10 minutes East 50 feet to lands of said Arnold and Marjorie Armitage and thence along said lands North 50 degrees 5 minutes West 194.51 feet to a stone wall on the southeasterly side of Quassaick Avenue; and thence South 39 degrees 50-1/2 minutes West 50 feet to the place of beginning; subject, however, to an easement of 8 feet along course North 41 degrees 10 minutes East a distance of 50 feet, for the purpose of a driveway for vehicles.

PARCEL II

ALL that certain lot, piece or parcel of land, lying and being in the Town of New Windsor, County of Orange, State of New York, bounded and described as follows:

BEGINNING at a point in the southeasterly side of Quassaick Avenue 31.07 feet from the southwesterly corner of lands belonging to Marjorie Armitage and running thence through lands belonging to Mary Roe Zeigler South 50 degrees 5 minutes East 192.50 feet, more or less, to a stake at the southwesterly corner of lands belonging to Walter Evans; thence along said lands North 41 degrees 10-1/4 minutes East 31.07 feet to lands belonging to said Marjorie Armitage; thence along said lands North 50 degrees 5 minutes West 193.36 feet to a stone wall on the southeasterly side of Quassaick Avenue; thence South 39 degrees 50-1/2 minutes West 31.07 feet to the place of beginning.

PARCEL III

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange, State of New York, bounded and described as follows:

BEGINNING in the southeasterly side of Quassaick Avenue distant 50 feet on a course of South 39 degrees 50-1/2 minutes West from the most westerly corner of lands which were recently conveyed by Mary Roe Zeigler to Robert Graham and runs thence along the southwesterly side of a roadway 50 feet wide South 50 degrees 5 minutes East 195.90 feet to a stake; thence South 41 degrees 10-1/4 minutes West 60.02 feet to a stake; thence North 50 degrees 5 minutes West 194.51 feet to the southeasterly side of Quassaick Avenue; thence along the same North 39 degrees 50-1/2 minutes East 60 feet to the place of beginning.

SUBJECT, HOWE X, to an easement of 8 feet along course South 41 degrees 10-1/4 minutes West a distance of 60.02 feet.

PARCEL IV

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point in the northwesterly corner of lands belonging to Arnold and Marjorie Armitage; running thence along said lands S 50° 05' E 195.90 feet to a point on lands belonging to Walter and Louise Evans; thence N 44° 0' E 25 feet, more or less, to the center of a driveway; thence N 50° 05' W along the center of said driveway to a point on Quassaick Avenue 197 feet, more or less, thence along said Quassaick Avenue S 39° 50-1/2' W 25 feet to the place of beginning.

SUBJECT as to all four parcels hereinbefore described to the following covenants and restrictions:

FIRST: That neither the parties of the second part, their heirs or assigns, shall or will erect or permit to be erected upon any portion of the said premises any building except a detached dwelling house for one family only which shall cost and be reasonably worth not less than \$4,000 and a garage.

SECOND: That neither the said parties of the second part, nor their heirs or assigns, shall or will manufacture or sell or cause to be manufactured or sold on any portion of the premises hereby conveyed any goods or merchandise of any kind, and will not carry on, or permit to be carried on, on any portion of said premises any trade or business whatsoever, or any boarding house.

THIRD: That neither the parties of the second part, nor their heirs or assigns, shall at any time use the name of "Fanewood" as designating their property or any portion thereof.

AND the parties hereto for themselves, their heirs and assigns, do mutually covenant and agree as follows:

FOURTH: That the covenant contained in Paragraph THIRD shall never be annulled, altered or waived, except by an instrument in writing executed by Mary Roe Zeigler, her heirs or assigns. That all of the other foregoing covenants are to run with the land, and are to be construed as covenants running with the land, except, however, it is mutually understood and agreed that the above covenants and restrictions or any one of them may be altered or annulled at any time, by written agreement by and between Mary Roe Zeigler, her heirs or assigns and the owner for the time being of the premises upon which it is agreed to alter or annul said covenants as to said premises, without the consent of the owner or owners of the adjacent premises. These covenants shall be binding upon the parties herein and their heirs and assigns.

Together with all right, title and interest of the seller, if any, in and to any strips or gores adjoining or abutting said premises.

SUBJECT to such state of facts a personal inspection of said premises may disclose, subject to such state of facts an accurate survey may disclose, provided the same do not render the title unmarketable, and subject to building and zoning ordinances and regulations of the Town of New Windsor not violated by existing structures and their present use.

BEING the same premises described in a deed from William J. Barr, Executor of the Last Will and Testament of Marjorie Armitage to Anthony T. Marchesani and Beverley A. Marchesani, his wife, dated June 16, 1975 and recorded in the Orange County Clerk's office July 2, 1975 in Liber 2011 of Deeds at page 623.

Subject to Rights of Way, Easements, Covenants, Restrictions and Agreements set forth in Liber 811 cp 3, Liber 815 cp 43, Liber 836 cp 68, Liber 870 cp 594, Liber 947 cp 578, Liber 919 cp 253, Liber 1075 cp 24, Liber 880 cp 134, and Liber 1117 cp 258, recorded in the Orange County Clerk's office.

This conveyance is subject to a certain mortgage executed by Anthony T. Marchesani and Beverly A. Marchesani to Heritage Savings Bank as mortgagee, which mortgage is dated June 30, 1975 and recorded in the Orange County Clerk's office on July 2, 1975 in Liber 677 of Mortgages at page 653 on which mortgage there is now due the sum of \$20,200.00 with interest thereon at the rate of $9\frac{3}{4}\%$ per annum from July 2, 1979 and the grantee hereby assumes and covenants to pay such mortgage debt and interest as part of the consideration for this conveyance.

LIBER 2136 PAGE 149

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

10-1-1911
V. 10-1-1911

Anthony T. Marchesani
Anthony T. Marchesani

Beverly A. Marchesani
Beverly A. Marchesani

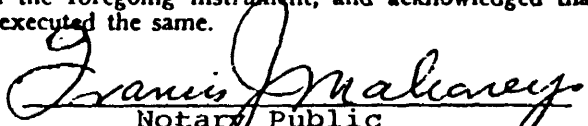
Joseph A. Scalzo
Joseph A. Scalzo

STATE OF NEW YORK, COUNTY OF ORANGE

SS:

On the 6th day of July, 1979, before me personally came ANTHONY T. MARCHESANI and BEVERLEY A. MARCHESANI

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they executed the same.


Notary Public

FRANCIS J. MAHONEY
Notary Public, in the State of New York
Qualified in Orange County
Term Expires March 30, 1981

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 , before me personally came
to me known, who, being by me duly sworn, did depose and say that he resides at No. ;

that he is the
of

 , the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

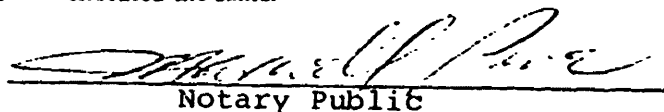
STATE OF NEW YORK, COUNTY OF Orange

SS:

On the 6 day of July 1979, before me personally came

JOSEPH A. SCALZO

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.


Notary Public

MAXWELL PINE
Notary Public, in the State of New York
Qualified in Orange County
Residing at 137210
Commenced March 30, 1981

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 , before me personally came
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ;

that he knows

 to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. 79-11 33427 13⁰⁰ CT2255

ANTHONY T. MARCHESANI and
BEVERLY A. MARCHESANI

TO

JOSEPH A. SCALZO

SECTION 17
BLOCK 4
LOT 45

COUNTY OR TOWN Town of New Windsor
Orange County, N.Y.

Recorded at Request of
CHICAGO TITLE INSURANCE COMPANY

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

**CHICAGO TITLE
INSURANCE COMPANY**

Return by Mail to

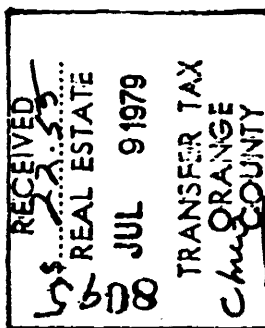
Jerald Firdelholz

P.O. Box 406

New Windsor, NY Zip No.

12170

Chesley



LIBER 2136 PAGE 151

Orange County Clerk's Office, S.S.

Recorded on the 19th day

of July 1979 at 1:15 P.M.

in Book 2136 Page 151

and Examined

Jack A. Firdelholz

THIS INDENTURE, made the 2 day of January, nineteen hundred and ~~eighty-six~~^{SEVEN}
BETWEEN RUSSEL H. STROHEKER, 1 Woodthrush Lane, New Windsor, New York 12550

party of the first part, and RUSSELL H. STROHEKER and ROSE MARIE STROHEKER, husband and
wife, 1 Woodthrush Lane, New Windsor, New York 12550

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN AND NO/100(\$10.00)----- dollars,

lawful money of the United States, paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors
and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and
being in the Town of New Windsor, Orange County, New York

AS PER DESCRIPTION ATTACHED

050336

LIBER 2642 PG 73

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, State of New York, and described as follows:

PARCEL I

BEGINNING in the southeasterly line of Quassaick Avenue distant 301.32 feet on a course of south 39 degrees 43 minutes west from the northerly corner of lands of aforesaid Mary Roe Zeigler, and runs thence along the northeasterly side of a roadway 50 feet wide, south 50 degrees 5 minutes east 200 feet; thence parallel with Quassaick Avenue north 39 degrees 43 minutes east 77 feet; thence north 50 degrees 39 minutes 20 seconds west 200 feet to the southeast line of Quassaick Avenue; thence along the southeast line of Quassaick Avenue south 39 degrees 43 minutes west 75 feet to the place of beginning

Together with an easement fifty feet wide and two hundred feet in length over an existing private driveway running southeast from Quassaick Avenue, lying adjacent to and southwest of the property so conveyed, with the right of ingress, egress and of regress, over said property, and the right of an entrance from said driveway to the aforesaid property, at any point desired. This is an easement running with the land.

And the said parties of the second part for themselves, their heirs and assigns, do hereby covenant and agree to and with the said parties of the first part, her heirs and assigns, as follows:

FIRST: That neither the parties of the second part, nor their heirs or assigns, shall or will erect or permit upon any portion of the said premises any building except a detached dwelling house for one family only, and a garage, said house to cost, and to be reasonably worth at least \$4,000.00

108E

SECOND: That neither the said parties of the second part, nor their heirs or assigns, shall or will manufacture, or sell or cause or permit to be manufactured or sold on any portion of the premises hereby conveyed, any goods or merchandise of any kind, and will not carry on, or permit to be carried on, on any part of said premises any trade or business whatsoever, or any boarding house.

THIRD: That neither the parties of the second part, nor their heirs or assigns, shall at any time use the name of "Fanewood" to designate their property or any portion thereof.

AND the parties hereto for themselves, their heirs and assigns, do mutually covenant and agree, as follows:

FOURTH: That the covenant contained in Paragraph THIRD shall never be annulled, altered or waived, except by an instrument in writing executed by the party of the first part, her heirs or assigns. That all of the other foregoing covenants are to run with the land and are to be construed as covenants running with the land. Except, however, it is mutually understood and agreed that the above covenants and restrictions, or any one of them, may be altered or annulled at any time, by written agreement by and between the party of the first part, her heirs or assigns, to alter or annul said covenants as to said premises, without the consent of the owner or owners of adjacent premises. These covenants shall be binding upon the parties herein and their heirs and assigns.

BEING the same premises conveyed in a Deed from Mary Roe Zeigler and Lee Woodward Zeigler, dated September 23, 1941, and recorded in the Orange County Clerk's Office September 30, 1941, in Liber 870 of Deeds at Page 594, to Robert A. Graham and Gertrude Graham.

PARCEL II

BEGINNING at a point on the Easterly side of Quassaick Avenue in the Northwest corner of lands now owned by the grantees as described in a deed from Mary Roe Ziegler and Lee Woodward Zeigler to Robert A. and Gertrude Graham dated September 23, 1941 and recorded in Orange County Clerk's Office in Liber 870 of Deeds at Page 594 on September 30, 1941; thence running easterly along the North line of said Grahams for a distance of two hundred feet to a stake driven in the ground; thence running northerly parallel to Quassaick Avenue North 39 degrees 43 minutes East 50 feet; thence running Westerly on a course parallel with the North line of said Grahams being the first course above mentioned for a distance of 200 feet to the easterly side of Quassaick Avenue; thence running South along the easterly side of Quassaick Avenue 50 feet to the point or place of beginning.

BEING a part of the premises conveyed by Mary Roe Zeigler and Lee Woodward Zeigler to Cornelia Baerthlein by deed recorded in the Orange County Clerk's Office in B.D. 915/475.

BEING the same premises conveyed in a deed from Cornelia Baerthlein to Robert Graham and Gertrude Graham dated June 3, 1944, and recorded in the Orange County Clerk's Office June 23, 1944 in Liber 934 of Deeds at Page 106.

PARCEL III

BEGINNING at a point in the southwesterly corner of lands belonging to Robert and Gertrude Grahame, and running thence South 50 degrees 05 minutes East along said lands 200 feet to a point on lands belonging to Walter and Louise Evans; thence South 44 degrees 0 minutes West 25 feet, more or less, to the center of a driveway; thence along center of said driveway North 50 degrees 05 minutes West 197 feet, more or less, to Quassaick Avenue; thence North 39 degrees 50 1/2 minutes East 25 feet to the place of beginning.

BEING a portion of the premises described in a deed made by Wm. J. Roe, Jr., and Lee Woodward Zeigler, as Executors of the Last Will and Testament of Wm. J. Roe, deceased, to said Mary Roe Zeigler dated November 4, 1921, and recorded in the Orange County Clerk's Office in Liber 615 of Deeds at Page 588.

BEING the same premises conveyed by deed dated February 24, 1949 from Mary Roe Zeigler to Robert Grahame and Gertrude Grahame and recorded in the Orange County Clerk's Office March 8, 1949, in Liber 1115 of Deeds at Page 315.

PARCEL IV

BEGINNING at a point in the center of a stone wall bordering on Quassaick Avenue; said point of beginning being 50 feet north of the place of beginning of B.D. 915/475 as measured along Quassaick Avenue and in the northwesterly corner of premises conveyed by Cornelia Baerthlein to Robert and Gertrude Graham in B.D. 934/106; thence running southeasterly along the property of Robert Graham and Gertrude Graham south 50 degrees and 33 minutes east 200 feet more or less to the property of Walter Evans; thence running northeasterly along the line of the said Evans property north 39 degrees 43 minutes east 40 feet to a stake driven in the ground at the southeasterly corner of premises conveyed to Francis G. Davidson and M. Darline Davidson; thence running northwesterly on a course 40 feet north of, parallel to and distant from the first course or north 50 degrees and 33 minutes west 200 feet more or less to the center of a stone wall; thence running southwesterly along said stone wall south 39 degrees and 43 minutes west 40 feet to the point or place of beginning, being a lot 40 feet front and rear and 200 feet deep on both sides, lying north and adjacent to the parcel 50 feet wide heretofore conveyed by Cornelia Baerthlein to Robert A. and Gertrude Graham in B.D. 934/106 on June 23, 1944.

Subject to the conditions and restrictions set forth in B.D. 915/475 and the grant to Central Hudson Gas and Electric Corporation and New York Telephone Company in B.D. 1116/474.

BEING the same premises conveyed in a Deed dated January 13, 1951, from Cornelia Baerthlein to Robert A. Graham and Gertrude Graham and recorded in the Orange County Clerk's Office January 17, 1951, in Liber 1185 of Deeds at Page 485.

ALSO, All of the right, title and interest in and to a driveway in the Town of New Windsor, Orange County, New York, as reserved in a Deed from Mary Roe Zeigler to Robert Grahame and Gertrude Grahame dated February 24, 1949 and recorded in the Orange County Clerk's Office March 8th, 1949 in Book 1115 of Deeds at Page 315, and all other rights in said driveway and to the use thereof as the same were reserved in said Deed.

BEING the same premises conveyed by Mary Roe Zeigler to Robert Grahame and Gertrude Grahame in a Deed dated October 13, 1953, and recorded in the Orange County Clerk's Office November 2, 1953, in Liber 1287 of Deeds at Page 33.

RESERVING unto the Grantor herein a life estate in the foregoing premises.

The said Gertrude Graham died a resident of Orange County on *APRIL*
27, 1978 leaving Robert Graham as surviving tenant by the
entirety.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,
TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

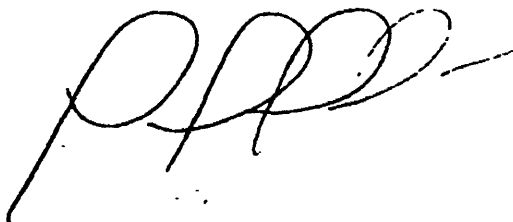
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



RUSSELL H. STROHEKER



L817cp3

Recd 3/30/39

Deposition of Release See B. 1336, p. 245, Feb. 14, 1955.

STATUTORY FORM A-(CHAPTER 881, LAWS 1917)-NO 220 T
DEED WITH FULL COVENANTS-INDIVIDUAL

THE CHISHOLM PRINTING COMPANY, 409 PEARL ST., N. Y.



This Indenture,

Made the twenty-ninth

day of March

in the year

hundred and thirty-nine

Between MARY ROE ZEIGLER, residing in the Town of New Windsor,
County of Orange, State of New York

WALTER EVANS and LOUISE WILSON EVANS, husband and wife, residing
in the City of Newburgh, County of Orange, State of New York

parties of the second part

Witnesseth, that the party of the first part, in consideration of

Ten (\$10.00)

Dollars,

lawful money of the United States,

paid by the parties of the second part,

does hereby grant and release unto the parties of the second part,

their heirs and assigns forever,

All that certain lot, piece or parcel of land situate, lying and
being in the Town of New Windsor, County of Orange, State of New York
bounded and described as follows:

BEGINNING at a point distant 16 feet on a course of south
39 degrees 43 minutes west from the southerly line of lands of John A.
Corcoran, said point of beginning being also distant 228.1 feet on a
course of south 50 degrees 33 minutes east from the easterly line of
Quassaick Avenue, and runs thence through lands of Mary Roe Zeigler
being parallel with Quassaick Avenue south 39 degrees 43 minutes west
287.17 feet to a stake; thence south 50 degrees 5 minutes east 44 feet
to a stake; thence south 38 degrees 44 minutes east 108.20 feet;
thence parallel with the first described line north 39 degrees 43
minutes east 309.7 feet to a point distant 16 feet on a course of
south 39 degrees 43 minutes west from the southerly line of lands of
aforesaid John A. Corcoran; thence parallel with the southerly line
of lands of said John A. Corcoran north 50 degrees 33 minutes west
150 feet to the place of beginning.

TOGETHER with easements in a strip of land fifty (50) feet
wide, its north line in part coinciding with the entire south line of
the premises above described, and running from Quassaick Avenue to the
most easterly line of the premises above described and including
therein the present driveway, and in a strip of land sixteen (16) feet
wide, its south line in part coinciding with the entire north line of
the premises above described and running from Quassaick Avenue to the
most easterly line of the premises above described, with the right

knowned



of ingress and egress over the surface of said strips of land for all purposes, and for the installation, construction, replacement and maintenance of electric conduits and poles, sewer, water and gas pipes, telephone poles with the proper wires and equipment appurtenant thereto under and along said strips of land, and the party of the first part reserves the right to grant further easements and rights of way for all or any purposes under and along said strips of land.

BEING portions of the premises described in a deed made by William J. Roe (JR) and Lee Woodward Zeigler, as Executors of the Last Will and Testament of William J. Roe, deceased, to said Mary Roe Zeigler dated November 4, 1921 and recorded in Orange County Clerk's office in Liber 615 of deeds at Page 588.

AND the said parties of the second part for themselves, their heirs and assigns, do hereby covenant and agree to and with the said party of the first part, her heirs and assigns, as follows:

FIRST:- That neither the parties of the second part, nor their heirs or assigns, shall or will erect or permit upon any portion of the said premises any building except a detached dwelling house for one family only which shall cost, and be reasonably worth, not less than \$4000.00.

SECOND:- That neither the said parties of the second part, nor their heirs or assigns, shall or will manufacture, or sell or cause or permit to be manufactured or sold on any portion of the premises hereby conveyed any goods or merchandise of any kind, and will not carry on, or permit to be carried on, on any part of said premises any trade or business whatsoever, or any boarding house.

THIRD:- That neither the parties of the second part, nor their heirs or assigns, shall at any time use the name of "Fanewood" as designating their property or any part thereof.

AND the said party of the first part, for herself, her heirs and assigns, doth hereby covenant and agree to and with the said parties of the second part, their heirs and assigns, as follows:

FOURTH:- That no house or building of any kind, or other obstruction, shall be erected or be permitted to be erected or placed on lands now owned by the party of the first part within three hundred (300) feet from the residence to be erected by the parties of the second part on the within conveyed premises in direct line between said residence and the Hudson River.

AND the parties hereto for themselves, their heirs and assigns, do mutually covenant and agree as follows:

FIFTH:- That the covenant contained in paragraph "Third" shall never be annulled, altered or waived, except by an instrument in writing executed by the party of the first part, her heirs or assigns. That all of the other foregoing covenants are to run with the land and are to be construed as covenants running with the land until the 1st day of January, 1960, when they shall cease and terminate except, however, it is mutually understood and agreed that the above other covenants and restrictions, or any of them, may be altered or annulled at any time prior to said 1st day of January, 1960, by written agreement by and between the party of the first part, her heirs or assigns, and the owner for the time being of the premises upon which it is agreed to alter or annul said covenants as to said premises without the consent of the owner or owners of any adjacent premises.

These covenants shall be binding upon the parties herein and their heirs and assigns.

Recd 6/1/39
1815-43

STATUTORY FORM A-CHAPTER 881, LAWS 1917-NO. 280 T
DEED WITH FULL COVENANTS-INDIVIDUAL

THE CHISHOLM PRINTING COMPANY, 409 PEARL ST., N. Y. 1010

This Indenture,

43

Made the thirty-first day of May, nineteen

hundred and thirty-nine

Between MAYOR ZACHARY, residing in the town of New Windsor,
County of Orange, State of New York

part of the first part, and

and of the said and Louise Wilson Evans, husband and wife, residing
in the City of Newburgh, County of Orange, State of New York.

part of the second part:

Witnesseth, that the part of the first part, in consideration of

Ten (\$10.00)

Dollars,

lawful money of the United States,

paid by the part of the second part,

do hereby grant and release unto the part of the second part,

their heirs and assigns forever,

All that certain lot, piece or parcel of land situate, lying and
being in the Town of New Windsor, County of Orange, State of New York,
bounded and described as follows:

BEGINNING at a point distant 16 feet on a course of south 39 degrees 43 minutes west from the southerly line of lands of John Corcoran, said point of beginning also being distant 379.1 feet on a course of south 50 degrees 33 minutes east from the easterly line of Quackenbush Avenue, and runs thence parallel with the easterly line of Quackenbush Avenue south 39 degrees 43 minutes west 308.7 feet; thence south 45 degrees 45 minutes east 75.04 feet; thence parallel with the first described line north 39 degrees 43 minutes east 312.9 feet to a point distant 16 feet on a course of south 39 degrees 43 minutes west from the southerly line of lands of aforesaid Corcoran; thence parallel with the southerly line of lands of aforesaid Corcoran north 39 degrees 43 minutes west 75 feet to the place of beginning.

RUNNETH with easements in a strip of land five (5) feet wide, its north line in part coinciding with the entire south line of the premises above described and the premises above described by Mrs. Evans and Louise Wilson Evans by M. R. Roe Deed of March 28th, 1930, and recorded in Liber-511 of page 18 of the County of Deeds at page 3, and running from Quackenbush Avenue to the easterly line of the premises above described and including therein the present driveway, and in a strip of land sixteen (16) feet wide, its south line in part coinciding with the entire north line of the premises above described and running from Quackenbush Avenue to the east

BAD ORIGINAL

easterly line of the premises above described, with the right of ingress and egress over the surface of said strip of land for all purposes, and for the installation, construction, and maintenance of electric conduits and poles, sewer, water and telephone poles with the proper wires and equipment thereon, and under and along said strip of land, and the party of the first part reserves the right to grant further easements and rights for any purposes under and along said strip of land.

BEING portions of the premises described in the deed of William J. Roe (Jr.) to the Woodward Building, and the deed of William J. Roe (Jr.) to the Woodward Building, and the deed of William J. Roe (Jr.) to the Woodward Building, dated November 4, 1911, and recorded in Grant Book of Deeds, Liber 616 of Deeds, at page 10.

AND the party of the first part hereby covenants and warrants to the party of the second part, its heirs and assigns, that the above described strip of land is free from all claims and demands of any kind, and that the party of the first part has no claim or demand against the party of the second part, its heirs and assigns, in respect to the above described strip of land.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal, and the party of the second part has hereunto set its hand and seal, at the City of New York, this 10th day of November, 1911.

WILLIAM J. ROE (Jr.), of the County of New York, State of New York, the party of the first part, and the party of the second part, its heirs and assigns, hereby covenants and warrants to the party of the first part, its heirs and assigns, that the above described strip of land is free from all claims and demands of any kind, and that the party of the first part has no claim or demand against the party of the second part, its heirs and assigns, in respect to the above described strip of land.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal, and the party of the second part has hereunto set its hand and seal, at the City of New York, this 10th day of November, 1911.

WILLIAM J. ROE (Jr.), of the County of New York, State of New York, the party of the first part, and the party of the second part, its heirs and assigns, hereby covenants and warrants to the party of the first part, its heirs and assigns, that the above described strip of land is free from all claims and demands of any kind, and that the party of the first part has no claim or demand against the party of the second part, its heirs and assigns, in respect to the above described strip of land.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal, and the party of the second part has hereunto set its hand and seal, at the City of New York, this 10th day of November, 1911.

WILLIAM J. ROE (Jr.), of the County of New York, State of New York, the party of the first part, and the party of the second part, its heirs and assigns, hereby covenants and warrants to the party of the first part, its heirs and assigns, that the above described strip of land is free from all claims and demands of any kind, and that the party of the first part has no claim or demand against the party of the second part, its heirs and assigns, in respect to the above described strip of land.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal, and the party of the second part has hereunto set its hand and seal, at the City of New York, this 10th day of November, 1911.

WILLIAM J. ROE (Jr.), of the County of New York, State of New York, the party of the first part, and the party of the second part, its heirs and assigns, hereby covenants and warrants to the party of the first part, its heirs and assigns, that the above described strip of land is free from all claims and demands of any kind, and that the party of the first part has no claim or demand against the party of the second part, its heirs and assigns, in respect to the above described strip of land.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal, and the party of the second part has hereunto set its hand and seal, at the City of New York, this 10th day of November, 1911.

STANDARD FORM AND NUMBER ON LAWS 1917-NO. 2207
FOR FULL GOVERNMENT PROVISIONAL

THE CHISHOLM PRINTING COMPANY, 409 PEARL ST., N. Y. 2010

68

This Indenture,

Made the twenty-sixth day of April, nineteen

Between MARY ROE ZEIGLER, residing at the Town of New Windsor,
Warren County, New York,

WALTER EVANS and LOUISE WILSON EVANS, husband and wife, of the
same place,

party of the first part, and

Witnesseth, that the party of the first part, in consideration of

TEN-----(\$10.00)-----Dollars,

lawful money of the United States,

paid by the parties of the second part,

do es hereby grant and release unto the parties of the second part,

their heirs and assigns forever,

All that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange, State of New York, bounded and described as follows:

BEGINNING at a stake at the southeast corner of other lands of said Walter Evans and Louise Wilson Evans and running thence north 39° 43' east along the East line of lands of said Evans 312.49 ft. to a stake; thence south 50° 33' east 75 ft. to a stake; thence south 39° 43' west 312.49 ft. to a stake; and thence north 50° 33' west 75 ft. more or less to the place of beginning.

TOGETHER WITH easements in a strip of land 50 feet wide running a distance of 16 feet along the south line of the premises above described and the premises conveyed to Walter Evans and Louise Wilson Evans by Mary Roe Zeigler by two deeds, one dated March 29th, 1939 and recorded in Liber 811 of Orange County Records of Deeds at page 3, and one recorded in book 815 of deeds at page 43, and running from Quassaick Avenue to the most easterly line of the premises above described and including therein the present driveway, and in a strip of land 16 feet wide, its south line in part coinciding with the entire north line of the premises above described and running from Quassaick Avenue to the most easterly line of the premises above described with the right of ingress and egress over the surface of said strips of land for all purposes, and for the installation, construction, replacement and maintenance of electric conduits and poles, sewer, water and gas pipes, telephone poles with the proper wires and equipment and appurtenant thereto under and along said strips of land, and the party of the first part reserves the right to grant further easements and rights of way for all or any pur-

Recd 4/29/40
L 836 up 68

poses under and along said strips of land.

BEING portions of the premises described in a Deed made by William J. Roe (Jr.) and Lee Woodward Zeigler, as Executors of the Last Will and Testament of William J. Roe, deceased, to said Mary Roe Zeigler, dated November 4, 1921 and recorded in Orange County Clerk's Office in Liber 615 of Deeds at page 588.

AND the said parties of the second part for themselves, their heirs and assigns, do hereby covenant and agree to and with the said party of the first part, her heirs and assigns, as follows:

FIRST: That neither the parties of the second part, nor their heirs or assigns, shall or will erect or permit upon any portion of the said premises any building except a detached dwelling house for one family only which shall cost, and be reasonably worth, not less than \$4000.00.

SECOND: That neither the said parties of the second part nor their heirs or assigns, shall or will manufacture, or sell or cause or permit to be manufactured or sold on any portion of the premises hereby conveyed any goods or merchandise of any kind, and will not carry on, or permit to be carried on, on any portion of said premises, any trade or business whatsoever, or any boarding house.

THIRD: That neither the parties of the second part, nor their heirs or assigns, shall at any time use the name of "Fanewood" as designating their property or any part thereof.

AND the parties hereto for themselves, their heirs and assigns, do mutually covenant and agree as follows:

FOURTH: That the covenant contained in Paragraph "Third" shall never be annulled, altered or waived, except by an instrument in writing executed by the party of the first part, her heirs or assigns. That all or the other foregoing covenants are to run with the land and are to be construed as covenants running with the land until the first day of January, 1960, when they shall cease and terminate, except, however, it is mutually understood and agreed that the above other covenants and restrictions, or any or them, may be altered or annulled at any time prior to said first day of January, 1960, by written agreement by and between the party of the first part, her heirs or assigns, and the owner for the time being of the premises upon which it is agreed to alter or annul said covenants as to said premises without the consent of the owner or owners of any adjacent premises.

Gift Deed

Made the *fifteenth* day of *May*, *Nineteen*
Hundred and Forty Two

Between Mary Roe Zeigler, residing in the Town of
New Windsor, County of Orange, State of New York, with no street
address or number,

part y of the first part, and

Walter Evans and Louise Wilson Evans, husband and wife,
residing in the Town of New Windsor, County of Orange, State of
New York, with no street address or number,

~~Witnesseth~~ that the party of the first part, in consideration of
part 1es of the second part,
Ten Dollars

(\$ 10.00) lawful money of the United States, (the consideration
being less than \$200) paid by the parties of the second part, do
hereby grant and release unto the parties of the second part,

their heirs and assigns forever, ALL that certain lot, piece or parcel
of land situate, lying and being in the Town of New Windsor,
County of Orange, State of New York, bounded and described as fol-
lows:

BEGINNING at a point 16 ft. on a course of S. 39° 43' W.
from the southerly line of the lands of John A. Corcoran estate,
said point of beginning being also 224.1 ft. on a course of
S. 50° 33' E. from the easterly line of Quassaick Avenue, and
thence along the line of lands of Walter Evans, parallel with
Quassaick Avenue S. 39° 43' W. 227.17 ft. to a stake; thence N. 39°
33' W. 28.1 ft. to a stake at a point on the lands of Robert A.
Gramm; thence N. 39° 43' E. along said lands 75. ft., and thence
continuing on the same course 212.17 ft. through the lands of
Mary Roe Zeigler to a point 16 ft. from the lands of said John A.
Corcoran estate; thence S. 50° 33' E. 28.1 ft. to the place of be-
ginning.

TOGETHER with an easement in a strip of land 16 ft. wide,
its south line in part coinciding with the entire north line of
premises above described and the premises conveyed to Walter Evans
and Louise Wilson Evans by Mary Roe Zeigler by deed dated March 1,
1939, and recorded in Liber 811 of Orange County Records of Deeds
at Page 3, and running from Quassaick Avenue to the most easterly
line of the premises above described, with the right of ingress
and egress over the surface of said strip of land, and the party
of the first part reserves the right to grant further easements
and rights of way for all and any purposes under and along said
of land.

BEING a portion of the premises described in a deed made
by William J. Roe (Jr.) and Lee Woodward Zeigler, as Executors of
the Last Will and Testament of William J. Roe, deceased, to said

rec'd 5/11/42
L 886 of 500

Mary Roe Zeigler dated November 4th, 1921, and recorded in Orange County Clerk's Office in Liber 615 of Deeds, at Page 588.

AND the said parties of the second part for themselves, their heirs and assigns, do hereby covenant and agree to and with the said party of the first part, her heirs and assigns, as follows:

FIRST: That neither the parties of the second part, nor their heirs or assigns, shall or will permit any building to be erected on the premises above described, except, however, an arbor or greenhouse, or permit any kind of business whatever to be conducted thereon.

SECOND: That neither the parties of the second part, nor their heirs or assigns, shall at any time use the place of "The" as designating their property or any part thereof.

AND the parties hereto for themselves, their heirs and assigns, do mutually covenant and agree as follows:

THIRD: That the covenant contained in Paragraph "Second" shall never be annulled, altered or waived, except by an instrument in writing executed by the party of the first part, her heirs or assigns. That all of the other foregoing covenants are to run with the land, and are to be considered as covenants running with the land, until the first day of January, 1960, when they shall cease and terminate, except, however, if it is mutually understood and agreed that the above other covenants and restrictions, or any of them, may be altered or annulled at any time prior to said first day of January, 1960, by written agreement by and between the party of the first part, her heirs or assigns, and the owner for the time being of the premises upon which it is agreed to alter or annul said covenants as to said premises without the consent of the owner or owners of the adjacent premises.

FOURTH covenants shall be binding upon the parties herein and their heirs and assigns.

Rec'd 11/15/52
L 125-0-4510

510

STATUTORY FORM 2—(CHAPTER 48, LAWS 1917—NO. 22)

THE CHENOWETH PRINTING COMPANY, 60 WALL ST., N. Y. 1

This Indenture,

Made the thirteenth day of June, nineteen hundred and fifty-two.

Between MARY ROE ZEIGLER, residing on Quassaick Avenue, with no Street number, in the Town of New Windsor, Orange County, New York,

party of the first part, and
WALTER EVANS and LOUISE WILSON EVANS, husband and wife, as tenants by the entirety, each residing on said Quassaick Avenue, with no Street number, in said Town of New Windsor, County and State, aforesaid,

parties of the second part:
Witnesseth, that the party of the first part, in consideration of
TEN DOLLARS (\$10.00) Dollars,
lawful money of the United States, and other good and valuable considera-
tion paid by the parties of the second part,
do hereby remise, release and quitclaim unto the parties of the second part,
their heirs and assigns forever,

All of the right, title and interest in and to a driveway in the Town of New Windsor, Orange County, New York, as reserved in a Deed from the above named party of the first part to the above named parties of the second part, dated February 24, 1949 and recorded in Orange County Clerk's Office February 25, 1949 in Book 1114 of Deeds at page 422, and all other rights in said driveway and to the use thereof as the same

**PREVIOUS
DOCUMENTS
IN POOR
ORIGINAL
CONDITION**

ANDREW S. KRIEGER
ATTORNEY AT LAW
219 QUASSACK AVENUE
SQUIRE SHOPPING CENTER, SUITE 3
NEW WINDSOR, NEW YORK 12553
(914) 562-2333

February 22, 1991

Town of New Windsor Planning Board
555 Union Avenue
New Windsor, New York 12553

Attn: Myra Mason

Re: Naclerio

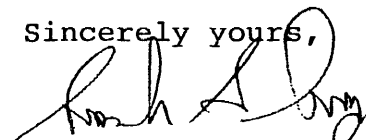
Dear Myra:

Enclosed herewith is a draft of a Private Road Maintenance Declaration in the above referenced application.

Please place copies of this draft in the materials given to all Planning Board Members, Mark Edsall, Mike Babcock and myself for the next meeting of the Planning Board and have this matter placed on the agenda for discussion.

Thank you.

Sincerely yours,



ANDREW S. KRIEGER

ASK;mmt

Encl.

cc: John J. Naclerio w/encl.

PUBLIC HEARING: NACLERIO, JOHN SUBDIVISION (88-22)
WOOD THRUSH LANE

Mr. William Hildreth from Grevas & Hildreth came before the Board representing this proposal.

MR. HILDRETH: Here is the assessor's list, ten notices were sent, nine came back. Here is a copy of the notice that was in the Sentinel.

MR. SCHIEFER: Just in case there's any questions, the notice was in the November 29th issue of the Sentinel, the last meeting we had some challenged, some people said they weren't notified.

MR. VAN LEEUWEN: It's correct.

MR. SCHIEFER: Would you proceed?

MR. HILDRETH: This was last seen on the 14th of March, you made reference to the last meeting. These notices are the first notices that have been sent out from the project. This is a proposed two lot subdivision of slightly more than 1 acre of property owned by Mr. Naclerio off of Wood Thrush Lane which lies easterly of Quassaick Avenue, it's a paved drive in a 50 foot private right-of-way that serves currently, serves three residences, two of which have frontage on Quassaick Avenue and the proposal is to divide into two lots, 22,000, a little over 22,000 square feet and just under 22,000, both of which exceed the zoning regulations. All of the other bulk regulations are met and in fact exceed it. It's served by public sewer and water and the proposal is for single family residences.

MR. SCHIEFER: Any questions from the Members of the Board before I open it to the public?

MR. MC CARVILLE: I have a couple of questions. One, the width of the existing paved area?

MR. HILDRETH: The paved driveway?

MR. MC CARVILLE: Right.

MR. HILDRETH: It's about 12 feet as shown there, I don't know exactly what it is.

MR. MC CARVILLE: On lot 4, there's one resident?

MR. HILDRETH: Yes, tax lots you're referring to?

MR. MC CARVILLE: The one, the bigger of the lots, I believe it's 2.9 acres directly opposite.

MR. HILDRETH: Yes, that would be this lot here.

MR. MC CARVILLE: There is one residence on that?

MR. HILDRETH: To my knowledge, yes.

MR. SCHIEFER: Which lot are you talking about?

MR. VAN LEEUWEN: The lot across the street from these two lots.

MR. SCHIEFER: I see it. Anything else, Mr. McCarville, you'll get a chance again. I am going to open it to the public.

MR. MC CARVILLE: It's been some time since I've seen this plan, that is why.

MR. HILDRETH: March of 1990.

MR. SCHIEFER: Okay, then if there's no further questions from the Board, I'll open this to the public, solicit your comments, questions and before you say anything, raise your hand and I'll recognize you, please give your name and address so we can put it in the record.

DAN BLOOM, ESQ.: My name is Dan Bloom and I am an attorney in New Windsor, I represent the surrounding landowners and they have requested that I express to the Board their concerns with respect to the proposed subdivision.

First of all--

MR. SOUKUP: Can we have some identification of which surrounding landowners?

MR. BLOOM: Specifically, I represent Colonel and Mrs. Judy Child who own the residence on the larger parcel directly opposite these two. I represent Mr. Scalzo who is the, on the entrance to the parcel on the right, that is correct and Mr. and Mrs. Strolecker (phonetic), who are on the other parcel, all the other surrounding users of the Wood Thrush Lane coming into the parcel in question.

Initially, of course, their immediate concern of course deals with the fact that when they purchased their property, they were under the impression and I think from a legal point of view, had the right to rely upon their impression that this particular parcel proposed to be subdivided now, was always to be only a single family residence on the entire parcel. And that particular restrictive covenant is contained in the deed which the applicant, Mr. and Mrs. Naclerio, which I'll, with the permission of the Chairman, submit to the Chairman for his review was contained in their deed when they purchased the property so when they purchased the property, they were aware that this property could not be and should not be subdivided from a legal point of view.

In addition, aside from the fact that the deed contains a restrictive covenant according to at least my understanding of the relevant regulations of the Town of New Windsor, I don't believe that more than four lots should be serviced by a private road. Without of course bringing up the town specs, if we are going to have a fifth lot involved, building lot. Now, aside from the technicality of two versus one lot, excuse me, aside from the technicality of five versus four permitted users off a private lane, I'd just like to call the Board's attention to the fact and I am sure, I know you are all local, I am sure you are familiar with the beautiful bucolic nature of Wood Thrush Lane, it's one of the few remaining in my opinion, beautifully bucolic settings and refuge, shall we say, of the Town of New Windsor and my clients, I have to say that I certainly empathize with them, I am familiar with the area, our concern that should we deal with a fifth residence in here as opposed to simply four, we are changing the, not just the users on the road, we are changing the entire bucolic setting of this particular enclave of natural beauty to a situation where we are really back to a normal subdivision. And seems to me that as Members of the Board, I realize that you're concerned with the ambiance of our community as well.

So, I would rest my case by simply stating that we respectfully suggest to this Board that it would be villative (phonetic) of the restrictive covenant contained in the deed when they purchased the property to permit this subdivision and number two, unless this road of course is brought up to grade and taken over by the town, I believe it would violate the relative provisions of the code dealing with the number of users of the property.

MR. VAN LEEUWEN: In the other deeds, surrounding here, is that all one lot too?

MR. BLOOM: Yes, it is in the surrounding deeds as well as, yes, it is, this was a common grant.

MR. VAN LEEUWEN: It's in their deeds also that it's to be one lot?

MR. BLOOM: That's correct.

MR. VAN LEEUWEN: It can no longer be subdivided so Mr and Mrs. Child could not subdivide their land?

MR. BLOOM: Mr. and Mrs. Child, do you have that in your deed?

MR. CHILD: Yes, cannot be subdivided.

MR. BLOOM: In fact, in addition to accepting my client's words, I had this researched by my title closer, Goshen Searchers in Goshen on Monday and just to be sure of this, Mr. VanLeeuwen, and my title company indicated to me that from a legal point of view, this covenant can be enforced if it's in all the deeds.

MR. VAN LEEUWEN: It's in all the surrounding deeds?

MR. BLOOM: Yes.

MR. SCHIEFER: I am going to ask the applicant to respond to some of your questions. Before that, I'd like to ask our Mr. Krieger, our attorney, for an opinion. This is something that's been bothering me for a while, restrictive covenant in a deed, what authority does the Planning Board have to override or live with, it's not really a law, it's something among, is that amongst the applicants or do we get involved?

MR. KRIEGER: You don't directly get involved but it is kind of, it's kind of an apples and oranges thing. They operate separately, if the Planning Board were to approve a subdivision and I am not saying whether it should be or not, I am giving you hypothetical, if they were to approve a subdivision in a hypothetical case, a restrictive covenant were in place then a person aggrieved by this generally another person who has a restrictive covenant in their deed could go to court and they could say prevent them from subdividing it even though the Planning Board has approved it. You don't have the right to prevent them from actually

doing it, actually filing subdivision deeds and the court would say we can ignore what the Planning Board did and we can go ahead and do that. So, if you would, it renders what you do moot, if you go ahead and ignore it which you could, then no action could be brought against you for doing that but it's an exercise in futility, any one of the persons who has a restrictive covenant, let's suppose there's five people, it was a common piece of property originally divided into five and there are five persons who have the covenant right, any one of them goes to court if the clause stands, they can enforce it. They render it moot what the Planning Board did so technically speaking, directly, you can go ahead and do it but you are permitting a what could be a totally futile exercise.

MR. SCHIEFER: Do you have any problem with what we were just told?

MR. BLOOM: I agree absolutely agree with counsel.

MR. SCHIEFER: Legally we are not bound by that covenant. However, anyone who's having a problem, they can take it to court and probably win.

MR. KRIEGER: They are not bound by us either.

MR. BLOOM: Absolutely, I agree with counsel completely, Mr. Chairman, the only point I'd like to make of course is that if the Board were to grant the application and of course our client's were forced to bring legal action in order to enforce the covenant, we are talking substantial cost to the property owners and we are dealing with people who bought these houses many years ago, you know, relying upon the fact that they would never be dealing with more than four users of the land.

MR. KRIEGER: I agree with Mr. Bloom. Let me point out the substantial costs issue, say if you were to bring such a thing and name the town only for the purpose of overturning their approval, not individually liable, but overturning their approval, the town would incur substantial litigation costs just to defend such an action so it's not a free ride for the town's people either that you would be--

MR. SCHIEFER: Mr. Bloom brought up two other points where we are infringing on the existing law. You made the comment five lots on a private road and type of residence that is not permitted in this area.

MR. BLOOM: It's my impression, I don't claim to be an

authority, I defer to your counsel. My feeling is at least my review of the code seems to indicate that you should not have more than four uses on a private road and if we permit the subdivision, we have now got five uses and the only way that can be permitted would be to impose upon the town or the applicant, the town can take the road over.

MR. SCHIEFER: If that is the case, I would not vote for it.

MR. MC CARVILLE: Just a point of clarification on that. In the past on private roads, we have had it where the private road went between two lots, had frontage on a separate highway weren't included in the count.

MR. SCHIEFER: Then it's not--

MR. EDSALL: Just for the record, it's not a policy any longer, it's part of the town law. The town law states you can have a maximum of four lots without frontage to a town, county or State highway. Those four lots being purely having frontage to the private road. You can have an additional two lots if the two lots have legal frontage on again a State, county or town road. So, the total could be six by the current town law.

MR. HILDRETH: Which applies in this case, I'm afraid.

MR. MC CARVILLE: Now, Mark, if they have also access by driveways onto the private road, then do they become counted as four?

MR. EDSALL: The two additional lots having legal frontage on the municipal road as we'll call it, in fact can access the private road and are counted, it's preferred that they access the private road as far as the number of curb cuts to the municipal road by good planning. If these two lots, the external lots off of Wood Thrush Lane have legal frontage on Quassaick Avenue, then they would be those two additional allowed lots, if they don't have legal frontage, they have got to be counted and one of the internal four.

MR. MC CARVILLE: The way I look at that if you are taking a piece of parcel of property and dividing that up into lots and you happen to have frontage on an approved highway, I can see counting those lots as having frontage that way but when you take a current situation and try to apply that same principle, it

seems to lose something to me.

MR. EDSALL: Again, it's up to the Board as we noted from the, I guess it's two years ago, when this first came in June 2nd, 1988, one of my first comments was that the Board has to make a decision if it's their intent to apply the current private road requirements or consider this an existing private road and apply some other or lessened requirements that is the Board's decision. I think you should talk to counsel about that as well.

MR. SCHIEFER: Your other objection something about multiple family housing?

MR. BLOOM: No, sir, it dealt principally with changing the ambiance, the basic bucolic nature of this entire pristine enclave by allowing this additional construction on this private lane.

MR. SCHIEFER: I completely understand what you are saying but we are not violating any laws, the applicant has his rights too.

MR. BLOOM: No question about it, we are not here to impose upon those rights. We are here simply to call to the attention of this Board what we believe to be the legal rights of our clients.

MR. SCHIEFER: Your brought up two good points. Any other questions? Let's let the audience make their comments.

MR. SOUKUP: We don't want to finish the Board's comments?

MR. SCHIEFER: We'll get back to the Board.

MR. SOUKUP: We have had several Board members make comments.

MR. VAN LEEUWEN: He asked the Board members.

MR. SOUKUP: I raised my hand and was told I couldn't.

MR. SCHIEFER: Any other comments from the audience?

LOTTIE BUCCI: My name is Lottie Bucci and I live on Broad Street, back part of Thrush Lane. Why do you call it a private road, why don't you call it a dead end street? It's not private, it's not owned by one person, is it?

MR. SCHIEFER: No, it's owned by the people living adjacent to the road, it's not a town road, the town has no responsibility for it. We don't maintain it, it's either private or dedicated to the public.

MR. VAN LEEUWEN: The town does not maintain that, that is why it is called private road.

MR. SCHIEFER: We have a restriction on the number of lots on a private road so someone doesn't build a private road and put 40, 50 houses on it. That is the only reason. Are there any other questions from the audience?

MR. NACLERIO: Will you close the audience participation if there's no other questions?

MR. SCHIEFER: Yes, if there's no other questions. However, before I do, I'll ask that the applicant respond to some of your comments, if there's no more questions right now.

MR. BLOOM: Mr. Chairman, if I may, I've just consulted my clients and I was advised that the lots that front on 94 do not have access, do not have driveways leading to 94, that they only access off of the private road is the drive so there are with this existing lot, there will be four potential users.

MR. VAN LEEUWEN: We know that, Dan.

MR. NACLERIO: I am the applicant, I have got a deed here in my hand that I think is Mr. Child's, Colonel Child's deed and nowhere in that deed do I see that he has a restriction like I had and I also went to a lot of expense and when I purchased this property from Mr. Cunningham, he had told me that the deed had this covenant in it that before water and sewer was the reason for that, you had to have a large lot. Now, there's water and sewer and by the way, we have, a town has an easement down through that road of sewer which makes the road long enough for the trucks. My intention, when I bought it and I told him that I plan on subdividing it into two lots and he said he didn't see why and if it come the time he would have the covenant removed so my attorney had that done and we have a copy of the deed removing that covenant so that is--

MR. SCHIEFER: Your deed was the only one that had the covenant in it, none of the other people?

MR. NACLERIO: I don't know.

MR. HILDRETH: I was going to address that when everything was done.

MRS. CHILD: I am one of the people that live there. I would like to ask you, would you please ask Mr. Naclerio, I would like it, have everybody know why he would like to have a second house on the property instead of just one?

MR. VAN LEEUWEN: Did you hear?

MR. NACLERIO: Why I want to subdivide? Well, a little more history, it's been three and a half years that I have applied for this subdivision, just didn't come up overnight. If you want the two reasons, one is sitting over here and another one is sitting over here. She lives up in the City of Newburgh and I'd like to build or they'd like to build down there if they possibly can and it's taken me three and a half years to get the approval and we talked about a private lane, I look at it, it is a large driveway and that is all I can say, that is why I want to build down there and I believe the Colonel mentioned to me and I got a letter from him that I'll read later and I can answer some of the objections he had in that letter. I understand his intention is to move out so I'm not going to--

MR. SCHIEFER: Well--

MR. NACLERIO: I mean that is something that has nothing to do with this particular case but I have owned the property, I think as long, longer than the people who are objecting to this. I was down there 12 years.

MR. SCHIEFER: I think that is irrelevant.

MR. NACLERIO: What I am saying is that when I first went down there with the person by Mr. Graham that lived in a house that someone else is living in now approached me many times to help with the maintenance of the driveway and I agreed to do it in fact I helped once when they sealed it. A man by the name of Polie (phonetic) had that, that is all I can say now.

MR. SCHIEFER: We are going to have to get some legal opinions on this.

MR. NACLERIO: I read the code book and it's a hard book to read, I don't see anywhere in the code book where I violate any laws and I think a job of the Planning Board, you look at this, does the man, does

the applicant violate any laws? There's nothing in there saying that you're going to turn me down because it's a beautiful looking piece of land.

MR. SCHIEFER: I have already made that comment.

MR. NACLERIO: All right and there's nothing in the code book that says we are going to turn you down because of other things that might come up that are not violating any laws, the lots are 2,300 square feet larger than the town requires and like I said, I was part of the easement down there for the sewer.

MR. SCHIEFER: Let me ask our attorney on this restrictive covenant in the deed.

MR. HILDRETH: I'd like to shed some light on that, if I might. I have been patiently waiting my turn.

MR. SCHIEFER: Go ahead.

MR. HILDRETH: The applicant has gone to quite an expense to track down the owners of the grantors of that restrictive covenant. The reason for it was in those days, the zoning was a little different, there were no public sewers available and the larger lots were more desirable. At this point, he has gotten the restriction released, removed and it's been filed and I submit the deed that was filed on the 20th of August, 1990.

MR. KRIEGER: How did the restriction get released other than it was just left out of the description here but I assume--

MR. HILDRETH: The bottom paragraph speaks for itself that this is filed with the intention of removing the restriction that was contained in the deed of conveyance prior. In any event, the reason for the restriction was because of the need of the larger lots due to the zoning and the lack of sewers. Sewers are now available, the bulks have been changed in the meantime over the years and as I stated before and as Mr. Naclerio stated, these lots now exceed the requirement and they are served by sewer and water.

With respect to the number of lots on a private road, we are submitting this based on the fact that the private road count is four allowing for two with frontage on a public street which this complies with. The fact that it's pre-existing private road and it's a very nice and I go along with that, it's a very nice

neighborhood, very nice road, nobody would want to change that at all in terms of widening the road or changing the road and the driveway has just been extended for the lots and in terms of changing the bucolic nature of the neighborhood, this entire lot is vacant in terms of development, it's wooded and it's wooded because it has never been built on. I respectfully submit that building one house on this lot would do as much to change the look of this lot as building two would.

MR. VAN LEEUWEN: Can I ask you a question? Have you had a chance to research the deeds, if the other three deeds or four deeds have that covenant in there, no further subdivision?

MR. HILDRETH: Of the covenant I have got the deeds, the covenant I can't say for sure. What I did do was see who had access over the private road and who did not. I have got them, I can't answer your question directly because I am not sure.

MR. VAN LEEUWEN: That's one thing I want to know before I make a decision.

MR. DUBALDI: We are having conflicting information, especially Child, somebody said that there was a restriction and somebody said there wasn't.

MR. KRIEGER: Just for the record, I am not prepared to advise the Board one way or the other with respect to the effectiveness of this restrictive covenant until and unless I have the, all the other deeds for the surrounding homeowners because restrictive covenants are not just necessarily individual items.

MR. SOUKUP: Mr. Bloom has all the clients of the adjoiners here, ask them if they have a covenant in the deed.

MR. KRIEGER: I'd prefer to read the deed for myself.

MR. SCHIEFER: I'd like to have the applicant get a hold of all the deeds which he had to have before he could do the surveying outline, if there are restrictive covenants rather than ask Mr. Krieger to do the work, show if they are or not there.

MR. KRIEGER: It's not that complicated, they appear at the end of the deed description. They are not that hard to find. If I have the deeds, I'll be happy to take a look and then I can make some determination but I have to have the other deeds. It's like having part

of the pieces of the jigsaw puzzle.

MR. SCHIEFER: I don't want to slow this down until we realize whether we are getting ourselves and the applicant into a law suit.

MR. BLOOM: If I may, Mr. Chairman, first of all, if I might comment on the fact that there was a release handed to counsel up there, of course I haven't seen it, counsel has and his comment is well taken and I'd like to add to it the fact that whether or not a release is filed in County Clerk's office, whether or not that is effective to accomplish what it purports to accomplish is a very different thing from a legal point of view so what I am suggesting is is that in tracking down all the heirs that originally purchased this restrictive covenant in the deed, isn't sufficient to eliminate the right of the surrounding landowners to rely upon that restrictive covenant after purchasing the lots, after they are purchased.

MR. SOUKUP: Are you representing that all their deeds have the same restrictive covenant in it, yes or no?

MR. BLOOM: I can't say yes or no.

MR. SOUKUP: If they don't, there's no legal action.

MR. BLOOM: The answer is yes to some of them and no to others and--

MR. SOUKUP: Clarify that for the Board, please which ones do and which ones don't?

MR. SCHIEFER: I don't want to get into a legal hassle. We have a legal concern, I am going to ask the attorneys to get together.

MR. SOUKUP: If the other parties don't have the same restrictive covenant, they have no vested interest.

MR. BLOOM: I disagree for this reason because you don't have to have the restrictive covenant in your deed to enforce it. If your deed comes out of the same grant and that is what is the case here and that is the opinion of counsel that I have from my title company and I am going to suggest to the Chairman that I be permitted to have an opportunity to have 10 days to get a complete title report from the title company to submit to your counsel to review which would include an abstract of all the deeds, yes.

MR. SCHIEFER: Are you finished?

MR. BLOOM: I am, sure.

MR. SCHIEFER: I am not going to get into a legal hassle, I am going to let the attorneys tell me is there a restrictive covenant that's legal, has it been legally removed before that is established, we are not going to vote on it. If that's there, I very much doubt that we are going to try to get the applicant and ourselves into a law suit. If it's not there, then that will change it considerably because the other two things seem to have been addressed.

MR. VAN LEEUWEN: We cannot put the town in liability for that.

MR. SCHIEFER: That's why I want a legal opinion before we bring this to a vote. Any other comments from the audience?

LYNN VANCE: Mr. Naclerio has said that his deed restriction has been lifted, he has the deed right here for someone that is adjoining, that is an adjoining neighbor and it's not in their deed restriction, they do not have a restriction in their deed.

MR. VAN LEEUWEN: Lynn, that's what the lawyers are going to handle and they are going to come back.

MS. VANCE: Have you been down there, some of the people that want all the trees, they want a dumping ground for their leaves.

MR. VAN LEEUWEN: That has nothing to do with it.

MR. SCHIEFER: The legal issue is that a restrictive covenant in place, it's effective or has it been legally removed. It's going to have a tremendous impact on how I vote. Any other questions, okay, I am going to close this public hearing portion of this public hearing.

MR. NACLERIO: My wife and I went out to Goshen. We researched and we got deeds from all the property owners and we had copies made and I believe Mr. Grevas is not here, he has them. We have copies of all their deeds. We wanted to investigate the right-of-way and I think what I have done, I have done legally and in a nice way. But, I ran into so much, well, you see what we have now but we have copies of each deed in fact we can figure them out, we can show them to you tonight.

MR. SCHIEFER: I am not going to get into that tonight. I want to ask both of the attorneys, Mr. Bloom and Mr. Krieger to solve this. You take the evidence to him, I think Mr. Bloom has the same documents. If that is not a restrictive covenant, I'd be more inclined to vote yes. If it is effective, believe me, my vote will be no. I don't know about the other Board members. Okay, the public hearing portion is done now. Are there any questions from the Board?

MR. SOUKUP: Is there any provision of the town zoning ordinance that you represent that you understand this map may contravene? Is there anything on this map that is not conforming with the town zoning ordinance?

MR. BLOOM: It's my understanding and I don't profess to be an expert in municipal law and certainly I would defer to Mr. Krieger on this but a simple reading of the code, it appears to me that this private road can only legitimately sustain four legitimate building lots. I know the reference has been made to the fact that two of the lots have frontage on a town road. However, I suggest the footage without access, they don't have driveways allowing them in and out, curb cuts aren't there for the State highway and I respectfully suggest they should be counted into the total number permitted.

MR. VAN LEEUWEN: That part of it is legal, okay, on those four lots or those five lots with two lots frontage we have been counting that as legal. That is precedent we have already set, we can't change it at this point. The biggest thing we have to change, we have to find out what is in the deeds and I make a motion we adjourn the public hearing.

MR. SOUKUP: Six (6) users by driveway but only four lots by frontage.

MR. MC CARVILLE: Total undeveloped property, that was undeveloped property.

MR. SOUKUP: Four (4) frontage lots although two of the lots had access to it, they could have had access in other directions.

MR. MC CARVILLE: That was undeveloped property.

MR. SOUKUP: Only one was undeveloped.

MR. MC CARVILLE: There was no buildings on the property.

MR. EDSALL: As the Board is aware, there were years that useage and enforcement of private roads were done by policy statements of the Board. That's no longer the case. There's now a section in the town zoning law that defines what can and can't be done. So, it's very much irrelevant what was done during the period when there was not a law in effect. Currently, the law does allow for the two external lots to be permitted with or without direct physical driveway access. The point is as long as they have legal frontage, they can be included in the subdivision as lots.

MR. SOUKUP: Is the attorney representing any other contraventions of the zoning ordinance?

MR. BLOOM: No, sir.

MR. VAN LEEUWEN: I make a motion we close the public hearing.

MR. DUBALDI: I will second it.

MR. SCHIEFER: Do you have any other comments?

MR. HILDRETH: No.

ROLL CALL:

Mr. McCarville	Aye
Mr. VanLeeuwen	Aye
Mr. Pagano	Aye
Mr. Soukup	No
Mr. Lander	Aye
Mr. Dubaldi	Aye
Mr. Schiefer	Aye

MR. SCHIEFER: Public hearing on this issue is closed. We'll request the attorneys research the legality of the restrictive covenant and get back to this Board before this is back on the agenda and we vote on it.



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**PLANNING BOARD WORK SESSION
RECORD OF APPEARANCE**

TOWN OF New Windsor P/B # 88 - 22
WORK SESSION DATE: 18 Sept '90 APPLICANT RESUB.
REAPPEARANCE AT W/S REQUESTED: No REQUIRED: Yes full
PROJECT NAME: Naclerio 4c
PROJECT STATUS: NEW OLD
REPRESENTATIVE PRESENT: John Naclerio, Bill Hildebr.
TOWN REPS PRESENT: BLDG INSP. X
FIRE INSP. X
ENGINEER X
PLANNER
P/B CHMN.
OTHER (Specify)

ITEMS TO BE ADDRESSED ON RESUBMITTAL:

Goodman/Merline Lots 11 & 12 2 deeds.

R-4 into a Lot

Need plan w/ complete
bill table

next avail mtg after
submittal.

ANDREW S. KRIEGER
ATTORNEY AT LAW
219 QUASSACK AVENUE
SQUIRE SHOPPING CENTER, SUITE 3
NEW WINDSOR, NEW YORK 12553

(914) 562-2333

January 15, 1991

Town of New Windsor Planning Board
555 Union Avenue
New Windsor, New York 12553

Attn: Myra Mason

Dear Myra:

Enclosed are six copies of a Memorandum. Please place one in each of the Planning Board Member's packages.

Thank you.

Sincerely,

ANDREW S. KRIEGER

ASK;mnt
Encls.

ANDREW S. KRIEGER
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(914) 562-2393

MEMORANDUM

TO: Karl Schiefer, Chairman
New Windsor Planning Board

FROM: Andrew S. Krieger

Question: Should the Planning Board disapprove the two-lot sub-division application of John Naclerio on the grounds of a restrictive covenant prohibiting such sub-division?

Answer: No.

Discussion: John Naclerio has pending before this Board an application to approve the sub-division of a parcel of land on Wood Thrush Lane in the Town of New Windsor. A public hearing was held on this application on December 12, 1990. At that hearing a number of neighbors of the parcel proposed to be sub-divided appeared at the hearing where they were represented by Daniel Bloom, Esq. who spoke on their behalf. One of the objections voiced to approval of the sub-division was the asserted existence of a restrictive covenant in Mr. Naclerio's deed prohibiting such sub-division. After a number of verbal assertions of the existence and effect of this restrictive covenant, this writer was asked by the Board to render to it an opinion as to the existence and effect of this covenant. In turn, this writer indicated that he could only issue such an opinion after review of documentary evidence and that verbal assertions were insufficient. At that point, Mr. Bloom promised to supply within ten days of the date of the hearing a memorandum prepared by a local title company. On January 11, 1991 this writer received such a memorandum which he has reviewed.

January 15, 1991

At the public hearing held on December 12, 1990, the objectants' counsel agreed with this writer that it is not the function of the Planning Board to enforce, reject or in any way act upon a restrictive covenant contained in a deed. Any such action is outside the jurisdiction and powers of the Planning Board and is solely a matter for the Court. Notwithstanding this, however, it might be seen as futile for the Planning Board to approve a sub-division if it was clear that such sub-division would be blocked by a Court in enforcing a deed restriction. The Planning Board should not, therefore, even consider denying the sub-division on the grounds of a restrictive covenant unless its existence and enforceability against the applicant are shown clearly and beyond dispute to exist. The memorandum submitted by objectants' counsel does not do that.

First, the memorandum submitted offers only the opinion that one of the objectants would have "standing" to raise the question by commencing an action in a Court of law. The memorandum does not offer any opinion on the certain, probable or even possible decision of the Court if this objectant were to use his "standing" to commence an action. It offers no opinion on whether a Court would issue an order preventing the applicant from sub-dividing his land notwithstanding approval for such sub-division by the Planning Board. It is this latter question that this writer understands to most concern the Planning Board.

Second, from the evidence submitted by objectants' counsel, it is far from clear that a Court would enforce a restrictive covenant in this case. It appears that at one time tax lot 29 (which is currently owned by Paul W. Childs, Jr., and Judy Ann Childs, two of the objectants) and tax lot 30 (which is currently owned by the applicant) were owned in common. That common owner deeded the parcel in question to the applicant's predecessor in title in 1964 when a restrictive covenant was placed in the deed covering such parcel. No such restrictive covenant was placed in the deed conveying the remaining parcel to the Child's predecessor in title.

Subsequently, the applicant removed the restrictive language from his deed. This action on his part may or may not have disposed of the restriction itself. That question is for a Court to decide.

January 15, 1991

To be binding on this applicant a Court must find under the individual facts of the case before it, that (1) the original grantor and grantee of the deed in which the restriction first occurred intended that the restriction "run with the land" and be binding upon all future owners of that land; (2) that the restriction "touches" or "concerns" the land with which it runs; and (3) that there is "privity of estate" between the party claiming the benefit of the restriction and the party against whom the claim is made. All three elements must be found to exist by a Court in order to allow it to enforce the restriction. At most, the objectants' memorandum may be said to offer the opinion that the third element exists. The memorandum is silent on the remaining two elements.

On the question of the "intention of the parties", the way in which the restrictive covenant was written seems to this writer to indicate an intention by the parties to restrict personally the original purchasers of this property. It is significant (although not despositive) that no mention was made in this restriction of it "running with the land" or binding any subsequent heirs, assigns or grantees. In like manner, it is possible that a Court might decide that the restriction does bind subsequent purchasers such as this applicant. Either interpretation is possible but the decision is for a Court to make, not this Board.

Conclusion:

The Planning Board has no jurisdiction or power to decide or even affect any question of a restrictive covenant. Any such questions are for a Court of Law and should not play a part in this Board's determination. If such a question were to be brought before a Court in this case, it is far from certain that a Court would decide to prohibit this subdivision.

Respectfully submitted,

ANDREW S. KRIEGER, ESQ.
Planning Board Attorney

Bloom & Bloom, P.C.

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December 18, 1990

Goshen Searchers, Inc.
20 Scotchtown Ave.
Goshen, New York 10924

ATTN: Paul G. Miller, Esq.

RE: CHILD, et. al. with
NEW WINDSOR, PLANNING BOARD-
APPLICATION OF NACLERIO
PREMISES: WOOD THRUSH LANE
NEW WINDSOR, NEW YORK 12553
OUR FILE #9321

Dear Paul:

Enclosed herewith please find the following items relating to the above-captioned matter:

1. A copy of a Deed from Anthony T. Marchesani and Beverly A. Marchesani to Joseph A. Scalzo, recorded in Liber 1236 at Page 148.
2. A copy of a Deed from Russell H. Stroheker to Russell H. Stroheker and Rose Marie Stroheker, recorded in Liber 2642 at Page 73.
3. A copy of a Deed from Daniel M. Polli and Sharon Polli to Paul and Judy Child, and recorded in Liber 2289 at Page 825.
4. A copy of a Deed from James V. Cunningham and Mildred A. Cunningham to John J. Naclerio and Stephanie M. Naclerio, recorded in Liber 2154 at Page 987.
5. A copy of a Correction Deed dated July 31, 1990, from Mildred A. Cunningham to John J. Naclerio and Stephanie M. Naclerio, recorded in Liber 3338 at Page 8.
6. Photostatic copy of relevant portions of the New Windsor, Tax Map indicating the location of the Scalzo, Stroheker, Child and Naclerio properties.

As I indicated to your office last week, John J. and Stephanie M. Naclerio have submitted an application to the New Windsor,

Bloom & Bloom. P. C.

Planning Board to subdivide their parcel of land located on Wood Thrush Lane (Section 17, Block 4, Lot 30 on the New Windsor, Tax Map). On the other hand, Paul and Judy Child, together with their neighbors Joseph Scalzo and the Stroehekers have retained our firm to oppose the application on the ground that the Deed into the Naclerio's (Liber 2154, Page 987) contains a restrictive covenant precluding further subdivision of the parcel in question.

The New Windsor Town Planning Board has agreed to hold a final vote on the application for subdivision in abeyance until they receive an opinion from their counsel (Andrew Krieger, Esq.) relative to the rights of our clients to enforce the subject restrictive covenant against the applicant (Naclerio).

Accordingly, I would request that you kindly conduct all necessary and appropriate title searches in the premises and forward your opinion to the undersigned, with a copy to Andrew Krieger, Esq., at 219 Quissaick Ave., New Windsor, New York 12553, as to whether the subject restrictive covenant may be enforced as against Naclerio by our clients, by reason of the fact that it arose out of a common grantor.

You may forward your bill for services rendered in this regard to the undersigned.

Thank you.

Very truly yours,



DANIEL J. BLOOM

DJB/pc

Encls.

cc: Andrew S. Krieger, Esq.
Mr. Carl E. Schiefer, Chairman
Town of New Windsor, Planning Board
New Windsor Town Hall
555 Union Ave.
New Windsor, New York 12553
Col. and Mrs. Paul Child
Mr. Joseph A. Scalzo
Mr. & Mrs. Russell H. Stroeheker



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

September 26, 1990

Grevas & Hildreth, P.C.
33 Quassaick Avenue
New Windsor, NY 12553

Re: Variance List/ Tax Map Parcel #17-4-30
Naclario Subdivision

Dear Mr. Grevas:

According to our records, the attached list of property owners are adjoined and across the street from the above subject.

The charge for this service is \$25.00, which you have paid in the form of your deposit.

Sincerely,

L. Cook

LESLIE COOK
Sole Assessor

LC/cp
Attachments

cc: Myra Mason

Child, Paul W. & Judy Ann ✓
3 Woodthrush Lane
New Windsor, NY 12553

Magliato, Joseph J. & ✓
8 Fanewood Drive
New Windsor, NY 12553

Holdsworth, Ellen ✓
16 Broad Street
New Windsor, NY 12553

Caldwell, John D. & Melini ✓
20 Broad Street
New Windsor, NY 12553

Blair, Loretta ✓
Broad Street
New Windsor, NY 12553

Fitzpatrick, Charles & Jane ✓
24 Broad Street
New Windsor, NY 12553

Fitzpatrick, Anna &
Nancy Caroline
25261 NE 138th Place
Salt Springs Village
Ft. McCoy, Florida 32637

Bucci, Dominick & Lottie A. ✓
28 Broad Street
New Windsor, NY 12553

Scalzo, Joseph A. ✓
2 Woodthrush Lane
New Windsor, NY 12553

OR. CO. DEPT. of PLANNING

MAR 28 1988

88-22
Revised

BUILDING INSPECTOR, PLANNING BOARD ENGINEER, FIRE INSPECTOR, SANITARY INSP.,
D.O.T., O.C.H., O.C.P., D.P.W., [REDACTED], SEWER, HIGHWAY, REVIEW
FORM:

The maps and plans for the Site Approval _____

Subdivision _____ as submitted by

Crews + Hildreth for the building or subdivision of
John + Stephanie Nucleo has been

reviewed by me and is approved ✓

~~disapproved~~ _____

~~If disapproved, please list reason~~ _____

There are existing service lines for
this property -

HIGHWAY SUPERINTENDENT

Steve [Signature]
WATER SUPERINTENDENT

SANITARY SUPERINTENDENT

DATE

✓
CC: H.E.

MAR 6 1990

88 - 22

BUILDING INSPECTOR, PLANNING BOARD ENGINEER, FIRE INSPECTOR,
D.O.T., O.C.H., O.C.P., D.P.W., WATER, ~~SEWER~~, HIGHWAY, REVIEW
FORM:

The maps and plans for the Site Approval _____
Subdivision ✓ _____ as submitted by
GREVAS & NILDRETH for the building or subdivision of
JOHN & STEPHANIE NALLERIO has been
reviewed by me and is approved ✓ _____,
disapproved _____.

If disapproved, please list reason _____

HIGHWAY SUPERINTENDENT

WATER SUPERINTENDENT

John P. Egan

SANITARY SUPERINTENDENT

3-8-90

DATE

CC: M.E.

April 9, 1990

Mr. Carl E. Schiefer
Chairman
Planning Board
Town of New Windsor
New York

Dear Mr. Schiefer,

Although we have never received official notification, it has come to our attention that Mr. John J. Naclerio has filed a petition to subdivide his property on Wood Thrush Lane, a private drive off Highway 94. We urge that this request be denied.

When each of us purchased his home on Wood Thrush Lane we were aware of this property as a single lot on which at some time in the future a house might be constructed, but no more than one, as stipulated in the deeds. Mr. Naclerio also purchased his property with that clear understanding. Consequently, his request, in our minds, breaks faith with a significant covenant.

People buy homes on a private drive for special reasons. Wood Thrush Lane is an intimate, attractive, and tranquil enclave with its present three homes. Certainly Mr. Naclerio would be sincerely welcomed to our community by building his home on the fourth lot. This, in spite of the fact that we can anticipate a fair amount of inconvenience during the construction phase when heavy equipment will be moving back and forth on the easement through our lands.

However, adding a fifth dwelling to the lane would have a distinctly adverse impact on its ambiance and would likely degrade the value of all properties. Also, we understand that the Town of New Windsor has recently recognized that no more than four homes should be constructed on a private drive. We think that this is a fair and wise stipulation. Converting our private drive to a public road to accommodate a fifth dwelling would hardly be practical -- it would be very destructive to all properties and an unwarranted expense for the taxpayers.

Another important consideration is the environmental impact, not only for the lane, but for the town. The area is pleasantly landscaped and maintained. The many trees are an important part of its character. Needlessly destroying

trees for the sake of an additional house would most certainly have an unfortunate impact on the environmental integrity of Wood Thrush Lane.

We hope that the board will respect our position in this matter. We are, after all, three well-established residents of Wood Thrush Lane. Mr. Naclerio's plans following a subdivision appear to be somewhat uncertain at this point concerning where, when and of what quality and size houses he intends to build. Then, there is, of course, the possibility that he may simply decide to sell the two divisions. Fundamentally at issue here are the rights of the majority of owners on a private drive, responsible owners, who care deeply about the living environment that they have helped create and maintained. We trust that the resolution of this case will give others in New Windsor who choose to live on private drives the confidence that their rights will be supported by the town officials.

Respectfully,

Paul W. Child Jr.

PAUL W. CHILD, Jr.
3 Wood Thrush Lane

Joseph A. Scalzo

JOSEPH A. SCALZO
2 Wood Thrush Lane

Russell H. Stroheker

RUSSELL H. STROHEKER
1 Wood Thrush Lane

MAR 28 1990
88-22
Revised

BUILDING INSPECTOR, PLANNING BOARD ENGINEER, FIRE INSPECTOR, _____,
D.O.T., O.C.H., O.C.P., D.P.W., WATER, SEWER, HIGHWAY, REVIEW
FORM:

The maps and plans for the Site Approval _____
Subdivision Minor _____ as submitted by
Grevas & Hildeeth for the building or subdivision of
John J. MacLerio _____ has been
reviewed by me and is approved _____,
disapproved ☒ _____.

If disapproved, please list reason _____

No information regarding waste disposal.
Submitted map must indicate location and distances
of tanks and boxes.

HIGHWAY SUPERINTENDENT

WATER SUPERINTENDENT

Sumner L. Maston Jr
SANITARY SUPERINTENDENT

April 2, 1990
DATE

CC: M.E., GREVAS

Revised

MAR 28 1990

88- 22

BUILDING INSPECTOR, PLANNING BOARD ENGINEER, FIRE INSPECTOR, SANITARY INSP.,
D.O.T., C.C.H., O.C.P., D.P.W., WATER, ~~SEWER~~, HIGHWAY, REVIEW
FORM:

The maps and plans for the Site Approval _____
Subdivision _____ as submitted by
_____ for the building or subdivision of
JOHN & STEFANIE NACLERIO has been
reviewed by me and is approved _____
disapproved _____.

If disapproved, please list reason _____

HIGHWAY SUPERINTENDENT

WATER SUPERINTENDENT

[Signature]
SANITARY SUPERINTENDENT

4-2-90

DATE

CC: H.E.

IOC.PB
NACL.PB

INTER OFFICE CORRESPONDENCE

TO: Town Planning Board
FROM: Town Fire Inspector
DATE: 2 April 1990
SUBJECT: Naclerio Minor Subdivision

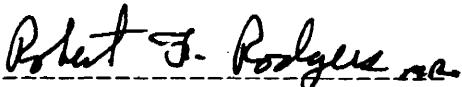
PLANNING BOARD REFERENCE NUMBER: PB-88-22
DATED: 28 March 1990

FIRE PREVENTION REFERENCE NUMBER: FPS-90-028

A review of the above referenced minor subdivision was conducted on 30 March 1990.

This minor subdivision plan is acceptable.

PLANS DATED: 27 March 1990; Revision 2.

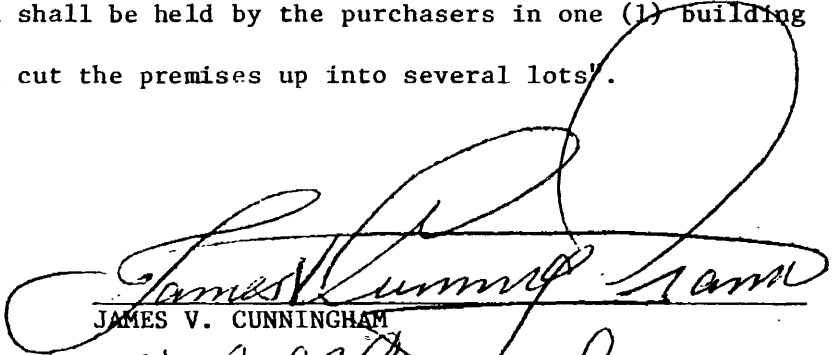

Robert F. Rodgers; CCA
Fire Inspector

RR:mr
Att.
CC: M.E.

RELEASE OF RESTRICTION

I, JAMES V. CUNNINGHAM and MILDRED A. CUNNINGHAM, Party of the First Part, do hereby release JOHN J. NACLERIO and STEPHANIE M. NACLERIO, Party of the Second Part, from the Restriction from Deed dated the 17th day of October, 1979 made between JAMES V. CUNNINGHAM and MILDRED A. CUNNINGHAM to JOHN J. NACLERIO and STEPHANIE M. NACLERIO, recorded in the Orange County Clerk's Office on the 14th day of January, 1980 in Liber 2154 at Page 987.

WE HEREBY AGREE to release the Restriction in the Deed " SUBJECT to the condition that the premises hereby conveyed shall be held by the purchasers in one (1) building lot, and the purchasers shall not cut the premises up into several lots".


JAMES V. CUNNINGHAM

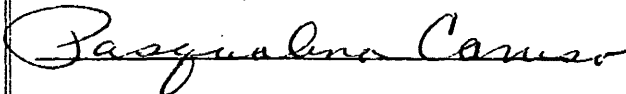

MILDRED A. CUNNINGHAM

JANUARY 1989
Dated: DECEMBER , 1988

Sworn to before me this 6 day

of December, 1988.

JANUARY 1989



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 21, 1992
BONDED THRU GENERAL INS. UND.

SHOULD
BE
FILED
IN
GOSHAW

RELEASE OF RESTRICTION

JAMES V. CUNNINGHAM & MILDRED A.
CUNNINGHAM

&

JOHN J. NACLERIO & STEPHANIE
NACLERIO

DATED: DECEMBER, 1988

JERALD FIEDELHOLTZ, P. C.
ATTORNEY AND COUNSELLOR AT LAW
270 QUASSAICK AVENUE
NEW WINDSOR, NEW YORK 12550



MARY McPHILLIPS
County Executive

**Department of Planning
& Development**

124 Main Street
Goshen, New York 10924
(914) 294-5151

PETER GARRISON Commissioner
VINCENT MARINO Deputy Commissioner

**ORANGE COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT
239 L, M or N Report**

This proposed action is being reviewed as an aid in coordinating such action between and among governmental agencies by bringing pertinent inter-community and Countywide considerations to the attention of the municipal agency having jurisdiction.

Referred by Town of New Windsor D P & D Reference No. NWT 8-90N

County I.D. No. 17 / 4 / 30

Applicant John and Stephanie Naclerio

Proposed Action: Minor Subdivision Quassaick Avenue

State, County, Inter-Municipal Basis for 239 Review within 500 feet of NYS Route 94

Comments: There are no intra-community or countywide planning issues and/or concerns
to bring to your attention.

Related Reviews and Permits _____

County Action: Local Determination XXXXXXXXXXXX Disapproved _____ Approved _____

Approved subject to the following modifications and/or conditions: _____

4/9/90

Date

Peter Garrison
Commissioner



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.

45 QUASSAICK AVE. (ROUTE 9W)
NEW WINDSOR, NEW YORK 12550

TELEPHONE (914) 562-8640
PORT JERVIS (914) 856-5600

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.

Licensed in New York,
New Jersey and Pennsylvania

**PLANNING BOARD WORK SESSION
RECORD OF APPEARANCE**

TOWN OF New Windsor P/B # 88-22

WORK SESSION DATE: 3 Oct 89 APPLICANT RESUB.
REAPPEARANCE AT W/S REQUESTED: Yes after T/B REQUIRED: Yes after T/B

PROJECT NAME: Naclerio Sub

PROJECT STATUS: NEW OLD X

REPRESENTATIVE PRESENT: EDG, John N.

TOWN REPS PRESENT: BLDG INSP. X
FIRE INSP. X
ENGINEER X
PLANNER
P/B CHMN.
OTHER (Specify)

ITEMS TO BE ADDRESSED ON RESUBMITTAL:

Valdina gave job to EDG.

- JMK to write letter to T/B re referral.
- JMK to get Lucia position re 2BA can't waive

4-11-90

NACLERIO, JOHN SUBDIVISION (88-22) WOODTHRUSH LANE

Elias Grevas, L.S. came before the Board representing this proposal.

MR. GREVAS: You have one item listed as a cancellation, it is my understanding that you'd like to set up a public hearing, would that not mean that you'd have to rescind last month's motion to waive the hearing.

MR. SCHIEFER: I think we are going to. Do you know what's happening?

MR. KRIEGER: I read the memo.

MR. SCHIEFER: How do we go about rescinding?

MR. VAN LEEUWEN: I made the motion, I make the motion to rescind it.

MR. SCHIEFER: We would like to schedule a public hearing. Motion has been made to rescind the motion to skip a public hearing on the Naclerio subdivision that we did at the last meeting.

MR. SCHIEFER: Seconded.

MR. VAN LEEUWEN: Is everybody aware of what happened here.

MR. MC CARVILLE: I am not fully aware.

MR. VAN LEEUWEN: There's been some phone calls made to different Board members and I think what we have to do is schedule this for a public hearing and to be fair to Mr. Naclerio and to be fair to all the neighbors, let them come in and state their objections and the pros and the cons and we take it from there.

MR. SCHIEFER: They go into more detail but--

MR. VAN LEEUWEN: There is no sense in doing that now.

MR. SCHIEFER: We are going to rescind the motion right now on the public hearing.

ROLL CALL:

Mr. McCarville	Aye
Mr. VanLeeuwen	Aye
Mr. Soukup	Aye
Mr. Lander	Aye
Mr. Dubaldi	Aye
Mr. Schiefer	Aye

MR. EDSALL: I would say that as soon as Lou is ready with his advertisements and mailing, he can just notify us so we can get back on the next agenda that he is ready.

MR. MC CARVILLE: I'd like to make a motion to set the Naclerio application up for a public hearing.

MR. VAN LEEUWEN: I will second it.

MR. SCHIEFER: Are you ready to go?

MR. GREVAS: I have to get the assessor's list and everything as soon as I get that done, I will.

MR. SCHIEFER: Instead of setting a date.

MR. MC CARVILLE: You don't have to set a date.

MR. SCHIEFER: Motion made and seconded we set this up for a public hearing on the Naclerio subdivision.

ROLL CALL:

Mr. McCarville	Aye
Mr. VanLeeuwen	Aye
Mr. Soukup	Aye
Mr. Lander	Aye
Mr. Dubaldi	Aye
Mr. Schiefer	Aye

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NACLERIO SUBDIVISION:

Elias Grevas, L.S. came before the Board presenting the proposal.

BY MR. GREVAS: This project first appeared before the Planning Board back in 1988. I believe it was June 22nd. It is a request for a subdivision of a lot on a private road, which road is off Route 94 and it is called Wood Thrush Lane. The road has been in existence for many years and it has town sewer line in it by means of an easement. Mr. Naclerio at that time was informed that there was a deed restrictive covenant in the deed restricting resubdivision. He was able to have that restriction lifted. I don't know if you have a copy of that in your file, but there is a copy of this. That happened in January of 1989. Subsequent to that, in March, before Mr. Naclerio could get back to the Planning Board, the Town Board passed local law number one establishing standards for private roads. Some of which were construction standards, some of which were maintenance agreement standards, neither of which could be met by Mr. Naclerio alone because there are other users on the road.

BY MR. MCCARVILLE: How many other users?

BY MR. GREVAS: The total will be three interior lots. There are two lots on the road that have frontage on Quassaick Avenue.

BY MR. MCCARVILLE: Driveways on Quassaick?

BY MR. GREVAS: No, driveways are off Wood Thrush Lane. The Quassaick Avenue is to your left. Two properties, I am talking about the two existing properties that have road frontage on Route 94 and the property to the north is Stroniker (phonetic). Mr. Naclerio then went to the Town Board requesting relief from the provisions of the local law number one and on February 13th a letter came over to Mr. Schiefer, Planning Board Chairman, from the Supervisor indicating that the Town Board discussed the matter on their February 5, 1990 meeting and has granted him a relief from the provisions of the town law or the new local law number one, excuse me.

BY MR. PAGANO: Andy, can we have a comment on the lifting of the deed restriction? Is that a proper, legal thing for us to consider?

BY MR. KRIEGER: Assuming that that is where the restriction came from, what this says basically is there is a restriction in the deed from Cunningham Cunningham to Naclerio Naclerio, that is where the restriction came from, it doesn't predate this. It wasn't in the deed with Cunningham, it started with them.

BY MR. PAGANO: What was the restriction for, what benefit?

BY MR. GREVAS: The reason why is at the time of the original subdivision of the properties in there, there were no sewers available. When the sewers became available, because the Town of New Windsor Sewer District number 9 went in, the people that put the restriction on deemed it no longer necessary to retain the restriction. The restriction was a subdivision restriction on the property when Mr. Naclerio bought it. That restriction was lifted in January of last year.

BY MR. KRIEGER: Assuming that the restriction originated in Cunningham and Naclerio deed, yes, then this would be binding. I'd prefer to see it in, well, it is in recordable form. I prefer to see it recorded basically for the protection of Naclerio, otherwise they'd have a recorded deed, and lifting of the restriction wouldn't be on the record, so when they go to sell it, the title company is going to say we have a restriction here. This I believe is always subject to what the county clerk wants to do. I believe this is a recordable form, so the original of this can be recorded.

BY MR. GREVAS: I will find out. I think it has been.

BY MR. KRIEGER: I don't think it's necessary as far as this Board is concerned, but not doing it, it's already been done. Not doing it would open up the, I think would open up Naclerio to some problems down the road. This little problem will come back and visit them, but other than that, as I

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say, assuming that it originated with the Cunningham parcel, then yes, I think that is adequate to lift that restriction.

BY MR. MCCARVILLE: Do we have comments from the fire department?

BY MR. PAGANO: I have the notes from Mr. Robert Rogers. He reviewed the subdivision and found it acceptable. Highway Department no. Water Superintendent that water is available on the site. Sanitary is approved and I did see something here, I didn't see anything from the Highway Department, but --

BY MR. VAN LEEUWEN: It is a private road, that is why.

BY MR. PAGANO: So I guess they won't comment on it, so I think you have got all the ducks lined up here.

BY MR. SOUKUP: What about a maintenance agreement on the private road?

BY MR. GREVAS: That was last part of local law number one, Mr. Naclerio approached his neighbors. They have an informal maintenance agreement amongst themselves now and did not wish to enter into a formal agreement. Mr. Naclerio's hands are tied. That is another reason that he went before the Town Board requesting relief from the provisions of the local law number one.

BY MR. MCCARVILLE: What is the width of the --

BY MR. VAN LEEUWEN: I don't know if you have been down there, but it is a private road, it is real nice. The road is blacktopped and it is a very pretty little area down there. It is not going to hurt anything. This is not going to hurt the whole area at all.

BY MR. MCCARVILLE: If I may, what is the width of the current road that is in there? Am I correct that we have one, two, three, four houses on that road now?

BY MR. GREVAS: We have, again --

BY MR. PAGANO: We have another comment from our attorney, another piece of paper.

BY MR. KRIEGER: You gave me this recommendation or this document from the Supervisor and I assume that you want to know what that means legally and what that does. What it basically says is this. Town Board doesn't have the power itself to grant or deny a grandfather status. That power lies within this Board. However, it says that it has unanimous consent and recommendation that they treat it under the prior, that it be treated under the prior law. That has the practical effects, as far as this Board is concerned, if this Board should elect not to treat it, not to grandfather it, you would have a heavy burden to show why not. It would be the path of least resistance to go along with the recommendation of the Town Board. If you decide to go against it and you were going to survive a court challenge, you'd have to show a lot of reasons on the record why.

BY MR. GREVAS: I have got an open question asked of me, if I may. Mr. McCarville has requested an indication of what the width on the private road is. It varies from ten to 14 feet. In some places it is ten to 14, as shown on this preliminary plan. We will verify that of course when we verify the boundary survey as noted in note number eight.

BY MR. VAN LEEUWEN: How wide is the right of way?

BY MR. GREVAS: Fifty feet.

BY MR. PAGANO: On the Child parcel, one residence?

BY MR. GREVAS: Yes.

BY MR. VAN LEEUWEN: I have no comments. I will make a motion to approve it. I think what we should do is declare negative declaration first.

BY MR. MCCARVILLE: You need to go through the whole thing, lead agency, etc.

BY MR. VAN LEEUWEN: I make a motion we become lead agency.

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BY MR. DUBALDI: I will second it.

ROLL CALL:

Soukup:	Aye.
Dubaldi:	Aye.
Lander:	Aye.
McCarville:	Aye.
Pagano:	Aye.
VanLeeuwen:	Aye.

BY MR. VAN LEEUWEN: I make a motion that we declare negative declaration.

BY MR. MCCARVILLE: I will second that.

ROLL CALL:

Soukup:	Aye.
Dubaldi:	Aye.
Lander:	Aye.
McCarville:	Aye.
VanLeeuwen:	Aye.
Pagano:	Aye.

BY MR. EDSALL: You are going to want to make a determination of you want to waive the public hearing.

BY MR. VAN LEEUWEN: I make a motion that we waive the public hearing.

BY MR. DUBALDI: I will second that.

ROLL CALL:

Soukup:	Aye.
Dubaldi:	Aye.
Lander:	Aye.
McCarville:	No.
VanLeeuwen:	Aye.
Pagano:	Aye.

BY MR. MCCARVILLE: You are in good shape procedurally, you can do what you please.

BY MR. VAN LEEUWEN: I make a motion we approve it.

BY MR. EDSALL: Last question of law. We had talked about did this get a referral to the Orange County Department of Planning?

BY MR. GREVAS: Yes, it was mailed out yesterday or this morning but that is a little late for a reply. I am sure you haven't gotten anything in the file yet.

BY MR. VAN LEEUWEN: It was just mailed out?

BY MR. LANDER: Orange County hasn't seen it.

BY MR. GREVAS: Right.

BY MR. PAGANO: Do we have a contract for maintenance on the road?

BY MR. EDSALL: This falls under the difficult position of being an existing private road and we have run into problems of trying to exercise the requirement to have maintenance agreements for people who already have an obligation or may not wish to enter into the obligation, so this falls into that difficult area that the Town Board acknowledged was a problem based on the 13th of February memo. I don't really know if we can require it. I'd say if it was a new one we should. It would be difficult to ask for it. We can recommend it, go on record if there are problems among the owners, recommend that they make every effort to execute a maintenance agreement.

BY MR. MCCARVILLE: Although those laws went into effect on which law, you know the date but I would say every private road that came in before this Board for since I have been on the Board which is at least three years prior to that law going in all had private road maintenance agreements and we are pretty much limited to four lots, and I mean, I just have some concern. Not so much, I have driven down there and seen it and it is well done, but we have some others that are pretty much in this situation and before this Board and still active

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that would be just short of a disaster. I have some real concerns with that. My concern too with the public hearing. This is fine, they can subdivide this lot. The fellow across the street has 2.9 acres and can't because it exceeds further what the law speaks.

BY MR. GREVAS: If I may speak to a couple of things. Number one, the question of the maintenance agreement. In going to approval this far predates anything, I think even zoning. This goes back into at least the 50's when the Evans owned the property. The second thing is it's my understanding and maybe I am incorrect and Mark you can check me on this, is it not the case that if the two lots in the front have legal access to the public highway that the rear lots are all that are counted?

BY MR. EDSALL: Yes. Am I correct in the count that you have three internal uses and two lots using the road that have frontage on 94?

BY MR. GREVAS: That is correct.

BY MR. EDSALL: By current standards purely on use counts, this subdivision would meet the ordinance for use count because the ordinance as it was adopted by the Town Board allowed for four internal lots and an additional two lots only of those two lots have legal frontage on a town, county or state road.

BY MR. GREVAS: Regardless of driveway access?

BY MR. EDSALL: Yes, we are promoting, having them use the private road so use count which in this subdivision means the current town ordinance.

BY MR. GREVAS: And would even do so if the Child property came in for the same type of relief?

BY MR. EDSALL: As long as the Maglioto property is accessing from the cul-de-sac which is Feinwood (phonetic), technically the Child property could be subdivided on a use count basis to two lots. I am not sure if this Board would entertain it. That is something else.

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BY MR. VAN LEEUWEN: But Mark, the Child's house sits right in the middle of that lot.

BY MR. EDSALL: We went and looked at it and that would make it very difficult to subdivide unless Wood Thrush was extended down so there'd be another driveway at the end of the property.

BY MR. VAN LEEUWEN: He'd have to buy some more property the way I see it. He can't subdivide because he sits right in the middle.

BY MR. EDSALL: That again would be a separate issue, the bottom line being that the lot use count meets the current private road specs as far as the number of users.

BY MR. VAN LEEUWEN: The only thing that is holding it up is the county.

BY MR. GREVAS: County review and quite honestly, I have to put the certification on there to the county local law before the map gets filed to show where the sewers are going to go, so those are two items that I have to take care of.

BY MR. VAN LEEUWEN: I make a motion, I will change my motion. I will make my motion to approve subject to the county planning board approval and Lou putting the, showing the sewer lines and the water lines on the maps.

BY MR. PAGANO: I'd like to see the waiver of the restriction filed with the county clerk. I think that is mandatory before we go further. You know, as long as it is part of the approval.

BY MR. VAN LEEUWEN: Doesn't have anything to do with us.

BY MR. PAGANO: No, but it should be part of the subject to.

BY MR. KRIEGER: Just get a copy with the county clerk's stamp on it.

BY MR. PAGANO: How about road maintenance? Are we going to be worried about the road maintenance?

BY MR. VAN LEEUWEN: As far as I am concerned, the road is in great shape now. It is one of the better ones that we have now in the town.

BY MR. MCCARVILLE: There is an easement located on lot one. What is the purpose of that easement?

BY MR. GREVAS: That is something I have to identify. It is shown on the previous survey as noted on note eight that I have to verify when I go out on the ground and find out what it is. I haven't done all the research on it yet. I know there are Town of New Windsor sewer easements in the right of way. I don't know if that is a part of the Sewer District number nine easement or not.

BY MR. SOUKUP: I have a problem with the quality or the condition of it and the fact that the people did a good job keeping it up, you know, but I think down the road we are adding two more people to a road servicing three now, that makes five. There could be a circumstance and it may be at some future date one out of six people rather than one out of three or five won't contribute or get along or could be a problem and I think that is the way a road of this nature deteriorates and becomes a problem. I am concerned about the maintenance agreement or the lack of some obligation on the two lots in front of us to enter into a maintenance agreement to pay their share, and I think we should have that kind of notation on this map that these two lots should be responsible for paying their share of the road costs and should be required to enter into a maintenance agreement should one be offered or organized in the area. I don't think it should be left unsaid. I don't know what the wording is, but something of that nature should be the obligation of these two lots. I think that would relate to Child at the later date if it should come up in front of us.

BY MR. PAGANO: Are you saying that you'd like to amend the, or make a subject to?

BY MR. SOUKUP: Without the subject to, I will vote against the subdivision.

BY MR. VAN LEEUWEN: You can add it to the motion.

BY MR. GREVAS: We have no problem.

BY MR. LANDER: John, who was it that you couldn't get a maintenance agreement with, which party?

BY MR. NACLERIO: I spoke to them all and I owned this for a couple of years, I helped when they asked me to contribute towards the sealing of the driveway, I did. They have a loose agreement where a snow plow to contract with, they all get together and pay him and I spoke to them, all they said we don't have one, we get along without one and we intend to keep it that way and unofficially I guess human nature being like it is, I guess they were used to the woods down there and they want to keep it that way and I guess they don't like to see the subdivision go in so --

BY MR. LANDER: So they won't sign a maintenance agreement?

BY MR. NACLERIO: They don't have one, or if they do they didn't indicate to me that they had one. But the road is kept up, the driveway is kept up, the town goes through with their trucks for an easement that the sewer is on and I can say that the town garbage and the mailman go down there.

BY MR. PAGANO: The Board has to consider that. After all, this is an established families there. We are adding more. There is going to be antagonisms.

BY MR. MCCARVILLE: That is the point of having the public hearing.

BY MR. PAGANO: This is something that the Board has to think about.

BY MR. SOUKUP: I have one other question that I honestly noticed when I looked at the map. The second lot has no frontage on any paved access. I don't know if there is utility line or electric service to the second lot.

BY MR. GREVAS: There has to be. The driveway has to extend over to that lot.

BY MR. SOUKUP: I think that should be related on

March 14, 1990

33

the map to that lot. There is not even electric line for that lot.

BY MR. LANDER: He doesn't have access on a town road anyway.

BY MR. SOUKUP: He doesn't even have a paved driveway in front of his house.

BY MR. LANDER: You are sure that the blacktop doesn't come down to the manhole?

BY MR. GREVAS: As I say, we have to go out on the ground on this one yet.

BY MR. SOUKUP: I'd like to move to table the approval resolution until next month when Lou has a chance to upgrade the map and come back. I think a question has been raised.

BY MR. PAGANO: We are going to table it. You know, I don't know.

BY MR. SOUKUP: You have a motion on the floor.

BY MR. VAN LEEUWEN: I will withdraw my motion and give Lou 30 days to get the stuff in order, come back to us. That way we will have the say so from the county and everything will be in and we are ready to go.

BY MR. MCCARVILLE: I have another question. Who owns the lane? It is a 50 foot lane.

BY MR. GREVAS: The lane is part of, let me see if I can get that out of the deeds real quick.

BY MR. PAGANO: While Lou is going through the records, since we are tabling this, I'd like the Board members to consider --

BY MR. VAN LEEUWEN: We are not tabling. I withdrew the motion.

BY MR. PAGANO: We haven't gotten to the tabling motion.

BY MR. SOUKUP: We can't table if there is no resolution.

BY MR. VAN LEEUWEN: His motion is dead because I withdrew my motion.

BY MR. SOUKUP: Correct nobody seconded it.

BY MR. PAGANO: But we do have a lot of subject to's.

BY MR. VAN LEEUWEN: We are not going to get any further until he gets the map straightened out.

BY MR. PAGANO: Okay, here is one you want the updated map. What else do we want?

BY MR. SOUKUP: Clarify the unknown easement, resolve the access to the other lot, provide utility service to it.

BY MR. NACLERIO: I contacted Central Hudson. They came down and looked at it for me to get service on one lot it will cost me \$1500 but if you get the approval and there are two lots, the line will be extended with no charge. As far as the blacktop is concerned, when my daughter builds down there, we will extend the blacktop down there and repair what damage we do to the existing blacktop. Remembering now that this private road is about 112 feet, it is larger than normal driveways, is that it is.

BY MR. LANDER: What is the dotted line for?

BY MR. GREVAS: Dotted line indicates the right of easement. In other words, the easement was granted from Mary Rose Ziegler to Walter and Louis Evans some years ago and I believe that the bed of the road is still owned by the heirs of Mary Rose Ziegler.

BY MR. SOUKUP: I assume that the dotted line, each party on each side of the road owned half of the right of way?

BY MR. GREVAS: No, the dotted line is the limits of the 50 foot wide right of way. I think that is an incorrect assumption. The right of way is described in one chunk in that deed from Mary Rose Ziegler to Walter and Louis Evans. Since I have to come back next month, I will have that all

clarified.

BY MR. MCCARVILLE: I have some concern on this on the who owns the lane and so forth. The other question I have could not this lot between the, is it Feinwood, that should be included as a lot because they have frontage on the private road.

BY MR. GREVAS: But they don't have access over it granted by the deeds.

BY MR. SOUKUP: They are not a party to the right of way agreement.

BY MR. GREVAS: That is correct. That much I know.

BY MR. SOUKUP: I think the things that we are raising tonight, a lot of these could be dealt with by specific notes on the map and I think you've just got to clean it up and add a lot of information to it to be sure that the services and the access and the prohibition of Maglioto using it are all clearly defined.

BY MR. GREVAS: Prohibition is a pretty strong word.

BY MR. SOUKUP: They are not a party.

BY MR. GREVAS: Okay, I prefer that language, not a party.

BY MR. EDSALL: I have got quite a number of comments that I have picked up that I can go over with Lou. I will check and make sure everything is okay.

IOC.PB
NACLER

INTER OFFICE CORRESPONDENCE

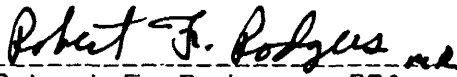
TO: Town Planning Board
FROM: Town Fire Inspector
DATE: 12 March 1990
SUBJECT: Naclerio Minor Subdivision

PLANNING BOARD REFERENCE NUMBER: PB-88-22
DATED: 6 March 1990

FIRE PREVENTION REFERENCE NUMBER: FPS-90-016

A review of the minor subdivision plan was conducted on 12 March 1990.
This plan is found acceptable.

PLANS DATED: 6 March 1990.


Robert F. Rodgers; CCA
Fire Inspector

RR:mr
Att.

CC:M.E.

MAR 6 1990

88 - 22

BUILDING INSPECTOR, PLANNING BOARD ENGINEER, FIRE INSPECTOR,
D.O.T., O.C.H., O.C.P., D.P.W., ~~SEWER~~, SEWER, HIGHWAY, REVIEW
FORM:

The maps and plans for the Site Approval _____

Subdivision _____ as submitted by

Gievas & Hildreth for the building or subdivision of
John & Stephanie Nackerio has been

reviewed by me and is approved ☒

~~disapproved~~ _____

~~If disapproved, please list reason~~ _____

Water is available in this area.

HIGHWAY SUPERINTENDENT

Steve D. D. D.
WATER SUPERINTENDENT

SANITARY SUPERINTENDENT

DATE

CC: M.E.

MAR 6 1990

88 - 22

BUILDING INSPECTOR, PLANNING BOARD ENGINEER, FIRE INSPECTOR, ~~Sanitary Inspector~~
D.O.T., O.C.H., O.C.P., D.P.W., WATER, SEWER, HIGHWAY, REVIEW
FORM:

The maps and plans for the Site Approval _____
Subdivision ☒ _____ as submitted by
Grevas & Hildreth for the building or subdivision of
John Nackerio has been
reviewed by me and is approved ☒ _____,
disapproved _____.

If disapproved, please list reason _____

HIGHWAY SUPERINTENDENT

WATER SUPERINTENDENT

Lynan R. Masten Jr.

SANITARY SUPERINTENDENT

3/12/90

DATE

CC: H.E.

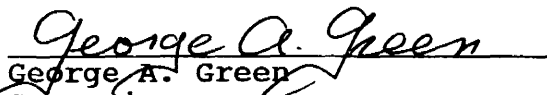
TO: CARL SCHIEFER, PLANNING BOARD CHAIRMAN
FROM: GEORGE A. GREEN, SUPERVISOR
DATE: FEBRUARY 13, 1990
SUBJECT: NACLERIO PROPERTY, WOODTHRUSH LANE

At their workshop session of February 5, 1990, the Town Board discussed the above captioned matter and reached the following conclusions:

1. Mr. Naclerio did in fact make application to the Planning Board for a two (2) lot subdivision on Woodthrush Lane prior to the adoption of Local Law #1 of 1989; March 20, 1989.
2. Mr. Naclerio made application and paid fees under the prior law.
3. Mr. Naclerio appeared before the Planning Board on two (2) occasions prior to the adoption of the new regulation and received consideration and direction based upon the law in existence at the time of those appearances.
4. Mr. Naclerio had made the changes requested by the Planning Board based upon the regulations in existence at the time and was awaiting placement on the agenda of that board for what was expected to be a final appearance and approval.
5. Through no fault of his own, Mr. Naclerio's subdivision application became subject to conditions ex post facto to his application.

It is therefore the unanimous consent and recommendation of the Town Board of the Town of New Windsor that the Planning Board of the Town of New Windsor review the application of Mr. John Naclerio under the provisions of the law in effect at the time of application.

Very truly yours,


George A. Green
Supervisor
for the Town Board
Town of New Windsor

GAG/dg
cc: Mr. J. Naclerio
J. Tad Seaman, Attorney for the Town
Town Board Members

CC: M.E., FILE #88-22

FEB 14 1990



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.

- ☐ **Main Office**
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New Windsor, New York 12550
(914) 562-8640
- ☐ **Branch Office**
400 Broad Street
Milford, Pennsylvania 18337
(717) 296-2765
(914) 856-5600

W/12/89

MEMORANDUM

TO: LOU GREVAS

FROM: MARK EDSALL

SUBJECT: NACLERIO SUBDIVISION (88-22)
TOWN OF NEW WINDSOR

In line with our discussion regarding a private road "waiver" for the subject subdivision, attached hereto please find correspondence from the Zoning Board attorney on this matter.

Based on my understanding of the determinations to date, I recommend that your client seek relief from the Town Board associated with his specific situation. It appears that, at this time, the Zoning Board is not considering variances to Local Law #1-1989.

Should you be successful with the Town Board, I will be pleased to meet with you regarding continuation of your application before the Planning Board.

A handwritten signature in cursive script, appearing to read 'Mark Edsall'.

cc: Town Planning Board (w/encl)

DANIEL S. LUCIA
ATTORNEY-AT-LAW
TEMPLE HILL ROAD
R. D. #2
NEW WINDSOR, NEW YORK 12550

RECEIVED

OCT 18 1989

McGoey, Hauser & Edsall
Consulting Engineers, P.C.
TELEPHONE
(914) 561-7700

October 17, 1989

Mark J. Edsall, P.E.
McGoey, Hauser and Edsall, P.C.
45 Quassaick Avenue
New Windsor, New York 12550

Re: Local Law No. 1 of 1989
Town of New Windsor, New York

Dear Mark:

Confirming our telephone conversation of October 13, 1989, there is no formal decision of the ZBA stating that the ZBA has no power to vary the provisions of the above local law.

Earlier this year, several applicants were referred by the Planning Board to the ZBA for the purpose of seeking such a variance. When the first of these applicants, Lawrence Kassa, appeared before the ZBA, I advised the applicant that the ZBA had no power to vary the provisions of this local law. A copy of the relevant portion of the minutes of the ZBA's June 26, 1989 meeting is attached.

Needless to say, my advice caused considerable distress to these applicants. I advised the Town Board of this situation when the ZBA met with the Town Board on June 28, 1989. I wanted to be sure that there had not been an inadvertent oversight in failing to provide any variance procedure in this local law. The members of the Town Board were quite certain that there had not been any oversight. It was not their intent in enacting Local Law No. 1 of 1989 to authorize the ZBA to grant variances from its provisions.

I advised Mr. Carl Schiefer, Chairman of the Planning Board, of the ZBA's position on this matter in my letter of July 5, 1989, a copy of which is attached also.

Given the current state of the law, any applicant who feels aggrieved in this situation should be referred to the Town Board since relief would have to be granted by new legislation.

Mark J. Edsall, P.E.

Page Two

October 17, 1989

Thanks for your letter of 11 October 1989 in regard to this matter. If you have any questions, or wish to discuss this matter further, please do not hesitate to write or call me.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'D. Lucia', with a large, stylized initial 'D'.

Daniel S. Lucia

DSL:rmd
Enclosures

cc: ZBA members
Hon. George A. Green
Mr. Carl Schiefer
J. Tad Seaman, Esq.

NEW WINDSOR ZONING BOARD OF APPEAL
Regular Session
June 26, 1989

(ZBA DISK#5-062689.ZBA)

MEMBERS PRESENT: JAMES NUGENT, CHAIRMAN
JOSEPH M. SKOPIN, V.C.
RICHARD FENWICK
JACK BABCOCK
DANIEL P. KONKOL

MEMBERS ABSENT: LAWRENCE TORLEY
VINCENT BIVONA

ALSO PRESENT: DANIEL S. LUCIA, ESQ.
Attorney for ZBA
PATRICIA A. BARNHART,
Secretary
MICHAEL BABCOCK, B.I.

The June 26, 1989 session of the Zoning Board of Appeals was called to order by Chairman James Nugent at 7:30 p.m. Roll call was taken by Secretary.

Motion followed by Daniel P. Konkol, seconded by Joseph M. Skopin, to accept minutes of the June 12, 1989 meeting as written. ROLL CALL: 4-0.

*

*

*

PRELIMINARY MEETING:

SCHOONMAKER HOMES - Request for 2.55 ft. front yard variance for construction of single family residence at Shaker Court North in CL zone. Present: Elias D. Grevas, L. S.

Mr. Grevas presented plot plan and stated that the parcel in question is located in Section 10 of the Butterhill Subdivision and that such section was amended for purposes of placement of a storm drainage easement. Mr. Grevas further stated that the easement was totally within the lot instead of being 10 ft. on the boundary. Mr. Harrison is purchasing the lot and had already made arrangements for the placement of the residence on the lot, allowing sufficient room for the easement.

After review of plans, motion was made by Daniel P. Konkol, seconded by Richard Fenwick, to schedule a public hearing on the return of the completed paperwork. ROLL CALL: 4-0.

*

*

*

PRELIMINARY MEETING:

KASSA, LAWRENCE - Request for permission to create lot in excess of four (4) on private road (not permitted under Local Law #1-1989).

*rec'd
7/10/89*

Referred by Planning Board. Present: Applicant and his attorney, Alan Steiner, Esq.

Mr. Steiner informed the ZBA members that Mr. Kassa's parents have owned the property for a number of years and now desire to pass the lot onto the applicants so that they may construct a house. Mr. Steiner continued that meanwhile the Town Board of New Windsor passed a local law restricting lots which are located on a private road (Local Law #1-1989).

Daniel J. Lucia, Esq., attorney for ZBA, proceeded to inform the applicants and Mr. Steiner that this Board has no power to vary requirements of Local Law #1-1989 either by law or zoning ordinance. The local law is not variable by this Board and applicant must seek relief from the Town Board through enabling legislation.

* * *

PRELIMINARY MEETING:

CAPARASO, JAMES - Request for 3 ft. rear yard variance to allow existing pool and deck located at 28 King Drive in OLI zone.

Applicant stated to the Board that his now-existing pool, which he installed three years ago, is 4.5 ft. from his property line. Mr. Caparaso also stated that he did not know that he required a variance before the pool was installed but because he is refinancing his property, a variance is must be obtained for this purpose.

After discussion, motion was made by Joseph M. Skopin, seconded by Daniel P. Konkol, to schedule a public hearing upon return of completed paperwork. ROLL CALL: 4-0.

* * *

PRELIMINARY MEETING:

KOLINSKY, ROBERT - Request for two (2) lot area variances, i.e. Lot #6-512 s.f. and Lot #7-2,948 s.f. for property located on Rt. 32, 1,000 ft. north of Willow Lane (Windsor Square) in R-4 zone. Referred by Planning Board. Present: Elias D. Grevas, L. S.

Mr. Grevas was present representing applicant and stated that the Planning Board gave preliminary approval to the project on 5/11/88 and at that time they proceeded to contact the necessary agencies including the state with regard to the archeological aspect of the property. It was brought out by Mr. Grevas that the Town Board amended the definitions by Local Law #4-1989-Section 48-37 in conjunction with lot area in March 1989 which called for a deduction of the easement areas. Lots 6 and 7 of the above subdivision demanded that we retain the configuration which now exist.

Following review of plans, motion was made by Richard Fenwick, seconded by Joseph M. Skopin, to schedule a public hearing upon receipt of completed paperwork. ROLL CALL: 4-0.

DANIEL S. LUCIA
ATTORNEY-AT-LAW
TEMPLE HILL ROAD
R. D. #2
NEW WINDSOR, NEW YORK 12550

TELEPHONE
(914) 861-7700

July 5, 1989

Mr. Carl Schiefer
Chairman
Planning Board
Town of New Windsor
555 Union Avenue
New Windsor, New York 12550

Re: Local Law No. 1 of 1989

Dear Mr. Schiefer:

The ZBA members have asked me to write to you so that you can advise the Planning Board members that the ZBA has no power to vary the provisions of the above local law.

The ZBA recently has met with several applicants who had been referred to the ZBA by the Planning Board for a variance from the provisions of this local law.

When these applicants appeared before the ZBA, I advised the ZBA that it had no power to vary the provisions of Local Law No. 1 of 1989. I found no power to grant this variance in the ZBA's original jurisdiction under Town Law, in the Town of New Windsor's Zoning Local Law, or in Local Law No. 1 of 1989 itself.

The ZBA members discussed this matter with the Town Board members on June 28, 1989. The Town Board members confirmed my prior advice to the ZBA. It was not the intention of the Town Board in enacting Local Law No. 1 of 1989 to grant to the ZBA the power to grant variances from its provisions.

Thus, as the same is enacted presently, the provisions of Local Law No. 1 of 1989 are not variable. I would appreciate it if you would bring this to the attention of the Planning Board members. Thanks for your cooperation.

Very truly yours,

Daniel S. Lucia

DSL:rm
cc: ZBA members
Town Board members

AS OF: 05/10/89

PAGE: 1

CHRONOLOGICAL JOB STATUS REPORT

JOB: 87-56 NEW WINDSOR PLANNING BOARD (Chargeable to Applicant)

CLIENT: NEWWIN - TOWN OF NEW WINDSOR

TASK: 88- 22

TASK-NO	REC	--DATE--	TRAN	EMPL	ACT DESCRIPTION-----	RATE	HRS.	TIME	-----DOLLARS-----		
									EXP.	BILLED	BALANCE
88-22	13391	06/21/88	TIME	NJE	MC NACLERIO	40.00	0.30	12.00			
88-22	13542	06/22/88	TIME	NJE	CL NACLERIO	17.00	0.50	8.50			
88-22	18677	09/25/88	TIME	NJE	MC NACLERIO	40.00	0.50	20.00			
88-22	20095	09/27/88	TIME	NJE	CL NACLERIO	17.00	0.50	8.50			
88-22	19099	09/28/88	TIME	NJE	MC NACLERIO	40.00	0.30	12.00			
88-22	20199	10/17/88	TIME	NJE	MC NACLERIO	40.00	0.50	20.00			
88-22	23735	12/15/88	TIME	NJE	MC NACLERIO	40.00	0.30	12.00			
88-22	23737	12/17/88	TIME	NJE	MC NACLERIO	40.00	0.50	20.00			
88-22	23986	12/20/88	TIME	LSB	CL WOOD THRUST LANE	19.00	0.30	5.70			
								118.70			
88-22	24366	12/19/88			BILL PARTIAL					-81.00	
88-22	25017	02/29/89			BILL inv 89 172					-37.70	
										-118.70	
88-22	29217	03/04/89	TIME	NJE	MC NACLERIO/SEND SPECS	60.00	0.30	18.00			
88-22	29706	03/07/89	TIME	NJE	MC NACLERIO	60.00	0.30	18.00			
88-22	30122	03/14/89	TIME	NJE	MC NACLERIO	60.00	0.50	30.00			
					TASK TOTAL			184.70	0.00	-118.70	66.00
					GRAND TOTAL			184.70	0.00	-118.70	66.00

CHRONOLOGICAL JOB STATUS REPORT

JOB: 87-55 NEW WINDSOR PLANNING BOARD (Chargeable to Applicant)

CLIENT: NEWWIN - TOWN OF NEW WINDSOR

TASK: 88- 22

TASK-NO	REC	--DATE--	TRAN	EMPL	ACT	DESCRIPTION-----	RATE	HRS.	TIME	-----DOLLARS-----		
										EXP.	BILLED	BALANCE
88-22	14770	06/21/88	TIME	MJE	MC	NACLERIO	40.00	0.30	12.00			
88-22	14925	06/22/88	TIME	NJE	CL	NACLERIO	17.00	0.50	8.50			
88-22	20274	09/25/88	TIME	MJE	MC	NACLERIO	40.00	0.50	20.00			
88-22	21756	09/27/88	TIME	NJE	CL	NACLERIO	17.00	0.50	8.50			
88-22	20713	09/28/88	TIME	MJE	MC	NACLERIO	40.00	0.30	12.00			
88-22	21860	10/17/88	TIME	MJE	MC	NACLERIO	40.00	0.50	20.00			
88-22	25571	12/15/88	TIME	MJE	MC	NACLERIO	40.00	0.30	12.00			
88-22	25573	12/17/88	TIME	MJE	MC	NACLERIO	40.00	0.50	20.00			
88-22	25825	12/20/88	TIME	LSB	CL	WOOD THRUST LANE	19.00	0.30	5.70			
									118.70			
88-22	26146	12/19/88				BILL PARTIAL					-81.00	
											-81.00	
TASK TOTAL									118.70	0.00	-81.00	37.70
GRAND TOTAL									118.70	0.00	-81.00	37.70



**McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.**

45 QUASSAICK AVE. (ROUTE 9W)
NEW WINDSOR, NEW YORK 12550

TELEPHONE (914) 562-8640
PORT JERVIS (914) 856-5600

6 March 1989

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.

Licensed in New York,
New Jersey and Pennsylvania

John J. Naclerio
87 Merline Avenue
New Windsor, NY 12550


SUBJECT: CURRENT PRIVATE ROAD GUIDELINES FOR SUBDIVISIONS WITHIN
THE TOWN OF NEW WINDSOR.

Dear Mr. Naclerio:

Pursuant to your discussions with Town Engineer Richard D. McGoeY, PE on 28 February 1989, enclosed herewith for your use please find one copy of the current Private Road Guidelines For Subdivisions. Should you have any questions concerning the above, please do not hesitate to contact either Mr. McGoeY or the undersigned.

Very truly yours,

McGOEY, HAUSER AND EDSALL
CONSULTING ENGINEERS P.C.



Mark J. Edsall, PE
Planning Board Engineer
MJE:sn

cc: Planning Board (T88-22)



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.

45 QUASSAICK AVE. (ROUTE 9W)
NEW WINDSOR, NEW YORK 12550

TELEPHONE (914) 562-8640
PORT JERVIS (914) 856-5600

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.

Licensed in New York,
New Jersey and Pennsylvania

20 December 1988

John J. Naclerio
87 Merline Avenue
New Windsor, NY 12550

SUBJECT: PROPOSED SUBDIVISION - WOOD THRUSH LANE
PLANNING BOARD FILE NUMBER 88-22

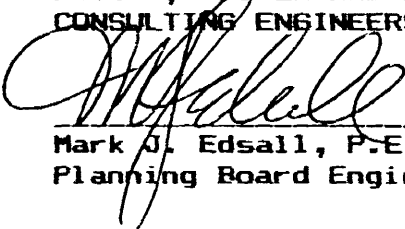
Dear Mr. Naclerio:

Pursuant to your telephone call on 15 December 1988, I have reviewed my file with regard to the subject project. Enclosed herewith for your reference, please find my comment sheets from the 22 June 1988 and 28 September 1988 Planning Board Meetings. In addition, I am forwarding a copy of the minor subdivision checklist which was included with the application package you (or your surveyor) were provided with. I have also included copies of the Planning Board Minutes for each meeting date, as they pertain to your project.

I am hopeful these enclosures will assist you in preparing the necessary information to be re-submitted to the Town Planning Board.

Very truly yours,

McGOEY, HAUSER AND EDSALL
CONSULTING ENGINEERS, P.C.



Mark J. Edsall, P.E.
Planning Board Engineer

MJElsb

cc: Town Planning Board (w.o/encl.)

JJMlsb



McGOEY, HAUSER and EDSALL
CONSULTING ENGINEERS P.C.

45 QUASSAICK AVE. (ROUTE 9W)
NEW WINDSOR, NEW YORK 12550

TELEPHONE (914) 562-8640
PORT JERVIS (914) 856-5600

RICHARD D. McGOEY, P.E.
WILLIAM J. HAUSER, P.E.
MARK J. EDSALL, P.E.

Licensed in New York,
New Jersey and Pennsylvania

TOWN OF NEW WINDSOR
PLANNING BOARD
REVIEW COMMENTS

PROJECT NAME: Naclerio Minor Subdivision
PROJECT LOCATION: Wood Thrush Lane
PROJECT NUMBER: 88-22
DATE: 28 September 1988

1. The Applicants have submitted a plan for the minor subdivision of a parcel approximately one (1) acre in size into two (2) residential lots. The plan was reviewed previously at the 22 June 1988 Planning Board Meeting, at which time a field review was scheduled by the Board.

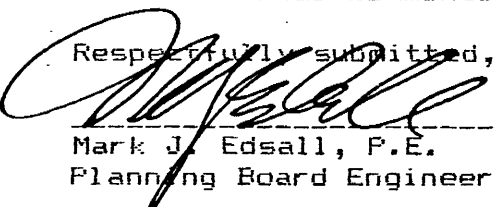
2. At the 22 June 1988 Planning Board Meeting, I provided comments/concerns with regard to the project. I have not received a response or new plan from the Applicant and the following concerns still remain:

- a. The physical condition of the existing private road and whether same will be up-graded to the current private road requirements.
- b. The "use count" of the private road as it exists now and as proposed.

3. Also as noted on my 22 June 1988 comment sheet, the plan is missing a significant amount of standard information required as part of New Windsor Planning Board Subdivision Review. The plan should be made more complete prior to the next appearance before the Planning Board.

4. At such time that a more complete plan is submitted and the individual concerns addressed, further engineering review can be made and additional comments provided, as necessary.

Respectfully submitted,



Mark J. Edsall, P.E.
Planning Board Engineer

MJEnje

naclerio

P.B. Minutes
of 9-28-88

NACLERIO MINOR SUBDIVISION (88-22)

Mr. Naclerio came before the Board representing this proposal.

Mr. Scheible: Since the time we last saw this, the Board was there to take a look at it. We have you back here to find out what the Board's opinion is, what they have seen and see how you should progress with this.

Mr. Van Leeuwen: How long have you owned this property?

Mr. Naclerio: I was hoping to appear before you soon and after three visits to the town hall finding out that the clerk had left and you got a new clerk and my petition to appear was misplaced. Mr. Babcock helped me get on the agenda and that I wish I had known sooner I would have gone there sooner but I was planning on doing some building but now it is too late at this time of the year.

Mr. Van Leeuwen: How long have you owned this property?

Mr. Naclerio: About ten years.

Mr. Scheible: Is that permanent?

Mr. Van Leeuwen: Yes, because we have something that we have adopted for private roads. He bought this piece of property with the intention to build. If we go with today's rules, they weren't applicable ten years ago. That is the reason I asked the question.

Mr. Scheible: I don't understand if I owned a piece of property for 25 years--

Mr. Van Leeuwen: This has been on a private road for ten years is what I am trying to establish.

Mr. Mc Carville: But that is a single lot on a private road.

Mr. Scheible: That is not a private road. It is a driveway.

Mr. Naclerio: It is a 50 foot right of way.

Mr. Jones: I don't see anything wrong with the plan. I went down and look at the site with everybody else. I would like to make a motion to grant approval on this site plan.

Mr. Van Leeuwen: I will second it.

Mr. Naclerio: The research I done on the right of way it was a private road and it predates the zoning as such that the garbage people pick up, the mailman picks up, I mean delivers.

Mr. Scheible: The mailman delivers?

Mr. Naclerio: Yes, he drives down and delivers it. It was my hope that that road someday might be improved and turned over to the Town. And, if I get the people down there and my daughter who plans to build down there we may be able to prove that.

Mr. Scheible: There are a few comments that have to be addressed.

Mr. Lander: The lots on the corner of 94 here, did they access on to 94 or they have their own driveway onto 94?

Mr. Naclerio: They use this road. It is possible they could. I think they have whether they use it or not, I don't know. But most of them for safety, they come

and go this way.

Mr. Scheible: Are we going to call this a private road now. Is this going to be the private?

Mr. Schiefer: On the map it is private road.

Mr. Van Leeuwen: If he does that he has to create a turn around down at the bottom.

Mr. Schiefer: Mark, your item there is not enough-- the items aren't all here. Standard form, what are you talking about, topo lines or what?

Mr. Edsall: No, there is normally we'd know where sanitary sewer is going, we'd know that the lots are sewerable, we'd have details. Again, you are saying it is a private road. Are you going to make it conform to the current private road requirements. Let it stay as it is. There is no location plan. I was not able to make it out at the meeting but the plan doesn't tell us exactly where it is. It doesn't stand on its own. I am not quite clear why there are the number of drives on the inside. It appears Evans owns both the private road and the lot but the way the line is drawn up it looks as if the front is owned by two different people so the plan is not that clear.

Mr. Scheible: Who owns the road?

Mr. Naclerio: Nobody owns a road. It is a 50 foot right of way in fact, I at times have been asked to help maintain the blacktop that is down there.

Mr. Scheible: Do you have an agreement with your neighbors who is going to maintain, who is going to plow?

Mr. Naclerio: They have a man who plows and they all chip in.

Mr. Scheible: But, there is nothing in writing?

Mr. Naclerio: They may.

Mr. Babcock: If it is an easement somebody must own it.

Mr. Van Leeuwen: Is it an easement?

Mr. Babcock: I don't know.

Mr. Edsall: If it is either of the two, somebody still has to own it.

Mr. Mc Carville: I believe that what we are looking at here is another Schwartz Lane. Nothing different than Schwartz Lane.

Mr. Van Leeuwen: I disagree. This is 50 feet, Schwartz Lane is 20 feet.

Mr. Mc Carville: The pavement width is not 50 foot.

Mr. Van Leeuwen: I agree but it is easy access. It is not like Schwartz Lane.

Mr. Pagano: Can we put an addendum that the new lot owners participate in the

maintains it. The road is not this wide.

Mr. Edsall: What I seem to be lacking is a comment from the Fire Bureau. Mike, do you know if this has been passed on to the Fire Bureau?

Mr. Edsall: I don't believe they have taken action and I am sure they want to see the road defined. What type of road is going to be put up in front of these lots.

Mr. Scheible: I don't see any comments from the Fire Bureau and if there isn't a maintenance agreement for you to jump right in here and approve it you are making a big mistake.

Mr. Mc Carville: This map indicates that Mr. Graham owns the property to the iron post which includes the road but that is if that is a post.

Mr. Edsall: Maybe because there is only one corner marked the other three corners don't have any indication that they are property corners. The plan I'd say needs a significant amount of clarification.

Mr. Ronen: Can we get Mr. Valdina in here?

Mr. Scheible: He should be here this evening so he can answer some of these questions from an engineering standpoint.

Mr. Naclerio: I understand what you mean but I had no prior warning that you wanted this man here and right from the beginning we tried to keep the costs down and is why I didn't go to an engineer or this is the original plan he laid it out for two lots that conform to the zoning and square footage and he says to there, get your approval and then I will get down there and survey it the way it should be and we can have the deeds drawn up so that was the plan but--

Mr. Van Leeuwen: What I think you have to do--

Mr. Scheible: Here is the notes.

Mr. Naclerio: I have got that. Do I see about getting that done. do I have to go to each neighbor and sign that paper for snow plowing. They did it every year, the garbage truck goes down there.

Mr. Schiefer: If the lot is sold and you have new neighbors and they decide not to do it--

Mr. Naclerio: I have the problem.

Mr. Scheible: No, we have the problem if we approve this it is our responsibility. We have to make sure that all the ducks are in a row.

Mr. Naclerio: You are asking me to do something that is going to hold me up another five months.

Mr. Scheible: These things should have been addressed in the begining. I think what you should be doing you should have Mr. Valdina let him process this right on through.

Mr. Naclerio: Mr. Harding can't come and do it for nothing.

Mr. Scheible: Understood.

Mr. Van Leeuwen: If you want to start building this fall, okay, you can build either here or here. That lot is existing but he can start building one house on the lot, they he can come in and subdivide the lot later on. That he can do. We can't stop it.

Mr. Babcock: That is a very good possibility but I don't know whether this is a private road or right of way, what it is. This map is indicating it is an existing private road. Is it existing or is he creating it?

Mr. Van Leeuwen: The road is there what you should do is take a ride by. I think this road is owned by Evans.

Mr. Edsall: What Mike is concerned about he wants it demonstrated to him that this lot has legal access by right of way, private road or something else. If he issues a building permit if it is a single lot he is putting the Town in jeopardy since legally they have to demonstrate access for him to give a permit. If you show that as an easement I am sure he can give a permit for single building on short notice or reasonably short notice.

Mr. Scheible: Make sure that the Fire Bureau receives a copy of this.

Mr. Babcock: They should have. We just probably haven't received it back.

Mr. Naclerio: I don't think what I have asked for here is that unfair. I seen people come in and give you the darndest things that give you a beautiful picture and approved them and they are on cliffs and the drainage that they say was going to be performed, the places are flooded now I don't see where I am doing anything here. I have got sewer, water. I have got a good road. I have got good relations. Central Hudson wouldn't put a line unless I give them \$1,400.

Mr. Scheible: You said you have good relationships with your neighbors. Everybody agrees toaday but it is tomorrow and the next day that is what we have to be careful of.

Mr. Roncs: There is kind of a problem, some restriction in the deed.

Mr. Naclerio: I know what you are going to say. I have taken it up with my attorney and the county clerk and my attorney he says deeds that have restrictions of that sort are not valid really if it is a deed restriction at the time of course there was no sewer and water.

Mr. Scheible: Could the Board please find out what this is?

Mr. Roncs: Basically, it says it has to do with the 50 foot strip and it says that in that 50 foot strip there will be a 12 foot easement for a driveway and that on either side of that it will be maintained as a treed border area so that it maintains its character as a tree-lined driveway.

Mr. Scheible: Then you can't have a private road then now you are down to 26 feet.

Mr. Ronas: No, if feet, the desire apparently is to restrict it as a driveway as opposed to a road. Now the thing is whether that still is valid or not or has an force or effect, depends on the chain of title, who that was designed to protect. Whether they still or it maybe that the people who were involved with this easement want to give up or modify it but it just not a simple, maybe a problem that Mr. Naclerio can solve without too much difficulty.

Mr. Scheible: But it has to be solved.

Mr. Naclerio: I went out to Goshen and researched the deeds that one is 1949 when Ziegler sold it then to Evans and to someone and he in turn sold it to someone else. The deed I have here is 1978. It don't say anything about what you mentioned in there. They said deeds are made and somebody, some of these items in a deed turn out to be illegal in the wording such as Causasian. Only this one mentions it is a 50 foot right of way. Fiedelholtz laid this out before.

Mr. Van Leeuwen: Get Jerry to get a hold of our attorney and see if they can't iron it out between themselves, that part.

Mr. Ronas: Basically I think we need an abstract of the title here to see to whose benefit that easement runs now I mean who besides yourself. Because one of the neighbors might have something to say about it.

Mr. Naclerio: I tried to foresee some of these things and I tried to talk to some of these people. They are not the people that are listed and I get the same answers each time. I don't know I don't know.

Mr. Van Leeuwen: Talk to all the people okay and if they all sign off then you are homefree.

Mr. Ronas: You have a provision here subject to the condition the premises hereby conveyed shall be held by the purchasers in one building lot and shall not be cut up into several lots.

Mr. Naclerio: That is the one the attorney says.

Mr. Ronas: It may be valid it may not but we have to know how it is that this condition came into the deed and whether it appears in any of the other deeds surrounding yours here because the neighbors may have something to say about this.

Mr. Naclerio: The only thing I did find out I contacted--

Mr. Ronas: We don't want to subdivide you into a lawsuit.

Mr. Naclerio: The reason for that restriction was because there is no sewer and water.

Mr. Scheible: It seems that we have got our hands tied behind our back. We can't progress any further and I strongly suggest you consult your attorney and get these restrictions ironed out.

Mr. Naclerio: What do I do?

Mr. Scheible: We can't go any further if our hands are tied. We don't have the power to release these restrictions. It is up to your attorney, someone who has the power to go ahead and make those releases. We cannot go ahead and approve them when there is a restriction saying that they shall not be any further subdivided. We cannot further subdivide.

Mr. Van Leeuwen: If you bought that property with the restriction you have to get that restriction off before we do anything. If we subdivide that, we'd be doing something illegal.

Mr. Naclerio: I disagree with that. My attorney said that that is a restriction that was there when I researched it it was because there was no sewer and water and you had to have a larger lot. Since there is sewer and water so that is invalid.

Mr. Rones: Maybe he can come in and explain it to us and show us how that is solved because there isn't anything that talks about the sewer and the water.

Mr. Naclerio: Put yourself in my place. It is impossible to ask these people and come back to you and say it is all here. Do I have to go and get their signatures on all these?

Mr. Scheible: We can't pass any subdivision or change anything around from heresay. We have to have it--it has to be all in black and white.

Mr. Naclerio: I understand what you are saying but tell me, put yourself in my shoes. Now, what is wrong with the property that would put you guys on the spot.

Mr. Van Leeuwen: Subdividing into two lots we'd be doing something illegal.

Mr. Naclerio: I don't see where that is illegal.

Mr. Scheible: The law does.

Mr. Rones: It says so right in your deed.

Mr. Van Leeuwen: It is the stipulation in the deed.

Mr. Rones: You are going to have to go through the expense to clear that up.

Mr. Naclerio: We will get the lawyer to make a ruling on this. Is his word valid?

Mr. Rones: It depends on what he has to say.

Mr. Naclerio: Every lawyer is 50% wrong.

Mr. Rones: No doubt about it. You are going to have to make some investment in getting those lots chopped up.

Mr. Naclerio: You are asking me to go down and get the signatures of the people that live there that they will go along with this?

Mr. Rones: I have to get a maintenance agreement.

Mr. Babcock: The direction should come from your own personal attorney.

Mr. Mc Carver: Tell him all these things.

Mr. Rones: You need a road maintenance agreement. You have to take care of those deed restrictions and if you do that it doesn't seem like the Board has much of a problem with the subdivision. You are going to have to have the fire inspector look at it and spruce up the plan a little bit so there is some investment but if you do it you will probably get what you need.

Mr. Van Leeuwen: Have your attorney get ahold of Joe Rones and Joe can explain what you have to do.

Mr. Naclerio: In time now timeframe, how many more months?

Mr. Scheible: That is going to be as soon as your attorney and as soon as the fire department has a chance to look at it. The attorney gets everything that needs to be done, whenever that is all finished and ready to go you give Mr. Babcock a call and we will put you on the immediate next agenda. We can't put you on until these points have been resolved.

Mr. Edsall: I think you should get him to waive the deadline for sketch plan approval since the time has expired and I don't think you want to take action so you have to get him to waive the deadline for sketch plan action.

Mr. Scheible: Without getting into the whole explanation, if you just say yes, you will waive the time deadline. In otherwords, we are given a certain amount of time to make a decision and at this point, what is the time period of this right now Mark?

Mr. Edsall: It is over.

Mr. Scheible: We are supposed to make a decision within an allotted time rather than us take a vote tonight and knock you down, which we don't want to do, we are asking you to extend the time period.

Mr. Naclerio: Okay.

Mr. Rones: Is that all right by you?

Mr. Naclerio: Yes, it will have to be.

Mr. Rones: That way you don't lose your number. It is easier to get you back on the agenda.

Mr. Naclerio: So you tell me, it is deed restriction--

Mr. Rones: Road maintenance agreement, solve the deed restriction problem, have the fire inspector review your plan and the plan that you have has got to be upgraded a little bit per what the Town engineer needs so if you have Mr. Valdina get a hold of Mr. Edsall perhaps he can tell him.

Mr. Edsall: I will get information to him.

Mastered Menor Subdivision 8802 6-23-88

BUILDING INSPECTOR, P.D. ENGINEER, FIRE INSPECTOR, D.O.T. O.C.H. O.C.P.
WATER, SEWER, HIGHWAY REVIEW FORM: D. P. W.

The maps and plans for the Site Approval _____
Subdivision _____ as submitted by
Anthony D. Valdivia for the building or subdivision of
Naclo - woodthruh care has been
reviewed by me and is approved ☒
~~disapproved~~ _____

~~If disapproved, please list reason.~~

There is water for these properties.

HIGHWAY SUPERINTENDENT

Steve D. D. D.
WATER SUPERINTENDENT

SANITARY SUPERINTENDENT

DATE

Nacario Minor Subdivision 88-22

6-23-88

BUILDING INSPECTOR, P.B. ENGINEER, FIRE INSPECTOR, D.O.T. O.C.H. O.C.P.
WATER, SEWER, HIGHWAY REVIEW FORM: D. P. W.

The maps and plans for the Site Approval _____
Subdivision _____ as submitted by
Anthony D. Valdivia for the building or subdivision of
John & Stephanie M. Nacario has been
reviewed by me and is approved _____
disapproved _____.

If disapproved, please list reason.

Need information regard wastewater disposal

HIGHWAY SUPERINTENDENT

WATER SUPERINTENDENT

James M. Moore Jr.
SANITARY SUPERINTENDENT

June 24, 1988
DATE

**PREVIOUS
DOCUMENTS
IN POOR
ORIGINAL
CONDITION**

TOWN OF NEW WINDSOR PLANNING BOARD
TRACKING SHEET

PROJECT NAME: Reclered Minor Subdivision

PROJECT NO. : 88-22

TYPE OF PROJECT: Subdivision ☒ Site Plan _____
Lot Line Change _____ Other (Describe) _____

<u>TOWN DEPARTMENT REVIEWS:</u>	<u>Date</u> <u>App'd</u>	<u>Date</u> <u>Not App'd</u>	<u>Not</u> <u>Required</u>
Planning Board Engineer	_____	_____	_____
Highway	_____	_____	_____
Bu\$.Fire Prev.	<u>6-21-88</u>	_____	_____
Sewer	_____	_____	_____
Water	_____	_____	_____
Flood	_____	_____	_____

OUTSIDE DEPT./AGENCY REVIEWS:

DOT	_____	_____	_____
DEC	_____	_____	_____
O/C PLANNING	_____	_____	_____
O/C HEALTH	_____	_____	_____
NYSDOH	_____	_____	_____
OTHER (SPECIFY)	_____	_____	_____

SEOR: Lead Agency Action _____
Determination _____
EAF Short _____ Long _____ Submitted _____ Accepted _____
Proxy: Filed _____ Representative _____

PUBLIC HEARING: Held (DATE) _____ Waived* _____
Other _____
(* Minor Subdivision and Site Plans only.)

TIME SEQUENCING:
(SUBDIVISIONS)

Sketch Plan Date _____	+ 30 days = Action Date _____
Preliminary P/H Date _____	45 days = Action Date _____
Preliminary App'l Date _____	6 months = Final Resub. Date _____
Final Plan Date _____	15 days = Final App'l Date _____

TIME SEQUENCING:
(SITE PLANS)

Presubmission Conf. Date _____	+ 6 months = Submittal Date _____
First Meeting Date _____	+ 90 days = Final App'l Date _____

INTER-OFFICE CORRESPONDENCE

TO: Town Planning Board

FROM: Town Fire Inspector

DATE: 21 June 1988

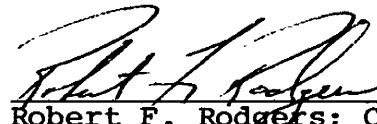
SUBJECT: Naclerio Minor Subdivision

Planning Board Reference Number 88-22

Fire Prevention Reference Number 88-43

A review of the minor subdivision of John J and Stephanie M. Naclerio as prepared by Anthony D. Valdina was conducted on 20 June 1988.

This minor subdivision is found to be acceptable.


Robert F. Rodgers; CCA
Fire Inspector

Planning Board

Town of New Windsor

555 Union Avenue

New Windsor, NY 12550

(This is a two-sided form)

Date Received _____

Meeting Date _____

Public Hearing _____

Action Date _____

Fees Paid _____

APPLICATION FOR SITE PLAN, LOT-LINE CHANGE
OR SUBDIVISION PLAN APPROVAL

1. Name of Project NACLERIO-2 Lot Subdivision
2. Name of Applicant JOHN J. NACLERIO Phone 561-8647
Address 87 MERLINE AVE NEW WINDSOR, N.Y. 12550
(Street No. & Name) (Post Office) (State) (Zip)
3. Owner of Record JOHN J. NACLERIO Phone 561-8647
Address 87 MERLINE AVE. NEW WINDSOR, N.Y. 12550
(Street No. & Name) (Post Office) (State) (Zip)
4. Person Preparing Plan Anthony D. Valdina Phone 561-8367
Address 4 Pleasant View Ave. Newburgh, N.Y. 12550
(Street No. & Name) (Post Office) (State) (Zip)
5. Attorney _____ Phone _____
Address _____
(Street No. & Name) (Post Office) (State) (Zip)
6. Location: On the South side of Wood Thrush Lane
196' feet Easterly
(Direction)
of Quassaick Ave. (N.Y.S. Rt. 94)
(Street)
7. Acreage of Parcel 1.1A 8. Zoning District R 4
9. Tax Map Designation: Section 17 Block 4 Lot 30
10. This application is for 2 LOT SUBDIVISION
11. Has the Zoning Board of Appeals granted any variance or a special permit concerning this property? No

If so, list Case No. and Name _____

12. List all contiguous holdings in the same ownership
Section _____ Block _____ Lot(s) _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the liber and page of each conveyance into the present owner as recorded in the Orange County Clerk's Office. This affidavit shall indicate the legal owner of the property, the contract owner of the property and the date the contract of sale was executed.

IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached.

OWNER'S ENDORSEMENT
(Completion required ONLY if applicable)

COUNTY OF ORANGE

SS.:

STATE OF NEW YORK

_____ being duly sworn, deposes and says
that he resides at _____
in the County of _____ and State of _____
and that he is (the owner in fee) of _____
(Official Title)
of the Corporation which is the Owner in fee of the premises
described in the foregoing application and that he has authorized
_____ to make the foregoing
application for Special Use Approval as described herein.

I HEREBY DEPOSE AND SAY THAT ALL THE ABOVE STATEMENTS AND INFORMATION, AND ALL STATEMENTS AND INFORMATION CONTAINED IN THE SUPPORTING DOCUMENTS AND DRAWINGS ATTACHED HERETO ARE TRUE.

Sworn before me this

31st day of March 1988

Lynn M. Vance
Notary Public

X [Signature]
(Owner's Signature)
X [Signature]
(Applicant's Signature)

(Title)

LYNN M. VANCE
Notary Public, State of New York
No. 481142
Appointed in Orange County
My Commission Expires November 12, 1989

REV. 3-87

SHORT ENVIRONMENTAL ASSESSMENT FORM

Appendix B Part 617

Project Title: Minor Subdivision-Lands of John J. & Stephanie M. Naclerio

Location: Wood Thrush Lane

ID Number: _____

INSTRUCTIONS:

- (a) In order to answer the questions in this short EAF it is assumed that the preparer will use currently available information concerning the project and the likely impacts of the action. It is not expected that additional studies, research or other investigations will be undertaken.
- (b) If any question has been answered **Yes**, the project may have a significant effect and the full Environmental Assessment Form is necessary. **Maybe** or **Unknown** answers should be considered as **Yes** answers.
- (c) If all questions have been answered **No** it is likely that this project will not have a significant effect.
- (d) If additional space is needed to answer the questions, please use the back of the sheet or provide attachments as required.

ENVIRONMENTAL ASSESSMENT

	YES	NO
1. Will project result in a large physical change to the project site or physically alter more than 10 acres of land?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Will there be a major change to any unique or unusual land form found on the site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Will project alter or have a large effect on an existing body of water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Will project have an adverse impact on groundwater quality?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Will project significantly effect drainage flow on adjacent sites?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Will project affect any threatened or endangered plant or animal species?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Will project result in a major adverse effect on air quality?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Will project have a major effect on the visual character of the community or scenic views or vistas known to be important to the community?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Will project adversely impact any site or structure of historic, prehistoric, or paleontological importance or any site designated as a Critical Environmental Area by a local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Will project have a major adverse effect on existing or future recreational opportunities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Will project result in major traffic problems or cause a major effect to existing transportation systems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Is project non-farm related and located within a certified agricultural district?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Will project regularly cause objectionable odors, noise, glare, vibration, or electrical disturbance as a result of the project's operation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Will project have any adverse impact on public health or safety?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Will project affect the existing community by directly causing a growth in permanent population of more than 5 percent over a one-year period or have a major negative effect on the character of the community or neighborhood?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is there public controversy concerning any potential impact of the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

FOR AGENCY USE ONLY

Preparer's Signature: Anthony D. Valdes Date: 3/17/88
Preparer's Title: Land Surveyor
Agency: _____

PROXY STATEMENT

for submittal to the

TOWN OF NEW WINDSOR PLANNING BOARD

John Macleis deposes and says that he
resides at 87 Merline Ave New Windsor, N.Y.
(Owner's Address)

in the County of Orange
and State of New York
and that he is the owner in fee of Wood Thrush Lane,
New Windsor, N.Y. 12550

which is the premises described in the foregoing application and
that he has authorized Louise Gibney (daughter)
to make the foregoing application as described therein.

Date: 3-31-88

John Macleis
(Owner's Signature)

Lynn M. Vance
(Witness' Signature)

✓

TOWN OF NEW WINDSOR PLANNING BOARD

MINOR SUBDIVISION CHECKLIST

I. The following items shall be submitted with a COMPLETED Planning Board Application Form.

1. ☒ Environmental Assessment Statement
- *2. ☒ Proxy Statement
3. ☒ Application Fees
4. _____ Completed Checklist

II. The following checklist items shall be incorporated on the Subdivision Plat prior to consideration of being placed on the Planning Board Agenda.

1. _____ Name and address of Applicant.
- *2. _____ Name and address of Owner.
3. _____ Subdivision name and location.
4. _____ Tax Map Data (Section-Block-Lot).
5. _____ Location Map at a scale of 1" = 2,000 ft.
6. _____ Zoning table showing what is required in the particular zone and what applicant is proposing.
7. _____ Show zoning boundary if any portion of proposed subdivision is within or adjacent to a different zone.
8. _____ Date of plat preparation and/or date of any plat revisions.
9. _____ Scale the plat is drawn to and North Arrow.
10. _____ Designation (in title) if submitted as Sketch Plan, Preliminary Plan or Final Plan.
11. _____ Surveyor's certification.
12. _____ Surveyor's seal and signature.

* If applicable.

13. _____ Name of adjoining owners.
- *14. _____ Wetlands and 100 foot buffer zone with an appropriate note regarding D.E.C. requirements.
- *15. _____ Flood land boundaries.
16. _____ A note stating that the septic system for each lot is to be designed by a licensed professional before a building permit can be issued.
17. _____ Final metes and bounds.
18. _____ Name and width of adjacent streets; the road boundary is to be a minimum of 25 ft. from the physical centerline of the street.
19. _____ Include existing or proposed easements.
20. _____ Right-of-Way widths.
21. _____ Road profile and typical section (minimum traveled surface, excluding shoulders, is to be 16 ft. wide).
22. _____ Lot area (in square feet for each lot less than 2 acres).
23. _____ Number the lots including residual lot.
24. _____ Show any existing waterways.
- *25. _____ A note stating a road (or any other type) maintenance agreement is to be filed in the Town Clerk's Office and County Clerk's Office.
26. _____ Applicable note pertaining to owners' review and concurrence with plat together with owners' signature.
27. _____ Show any existing or proposed improvements, i.e., drainage systems, waterlines, sewerlines, etc. (including locations, size and depths).
28. _____ Show all existing houses, accessory structures, existing wells and septic systems within 200 ft. of the parcel to be subdivided.

* If applicable.

29. _____ Show all and proposed on-site "septic" system and well locations; with percolation and deep test locations and information, including date of test and name of professional who performed test.
30. _____ Provide "septic" system design notes as required by the Town of New Windsor.
31. _____ Show existing grade by contour (2 ft. interval preferred) and indicate source of contour data.
32. _____ Indicate percentage and direction of grade.
33. _____ Indicate any reference to previous, i.e., file map date, file map number and previous lot number.
34. _____ Provide 4" wide x 2" high box in area of title block (preferably lower right corner) for use by Planning Board in affixing Stamp of Approval.
35. _____ Indicate location of street or area lighting (if required).

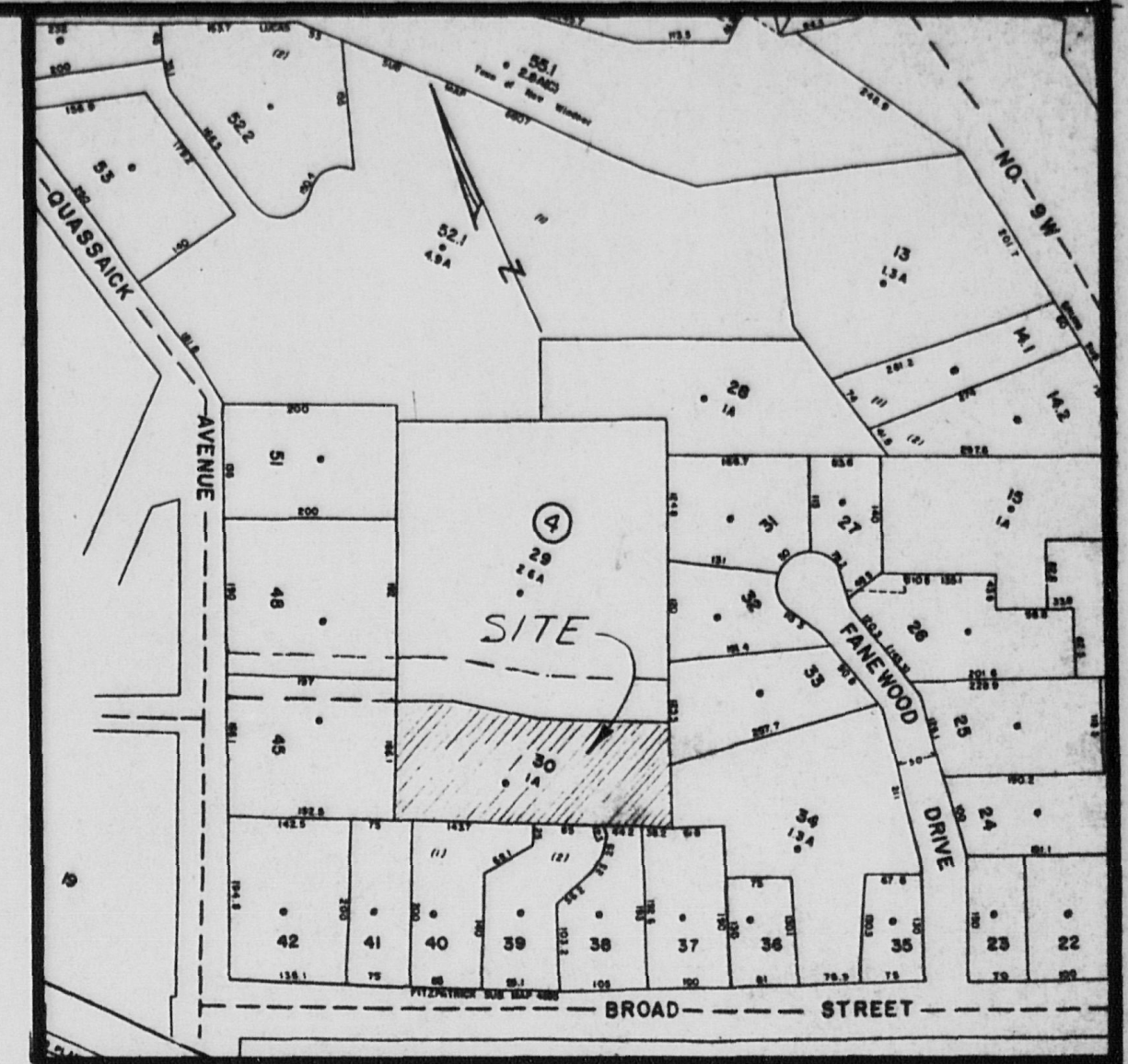
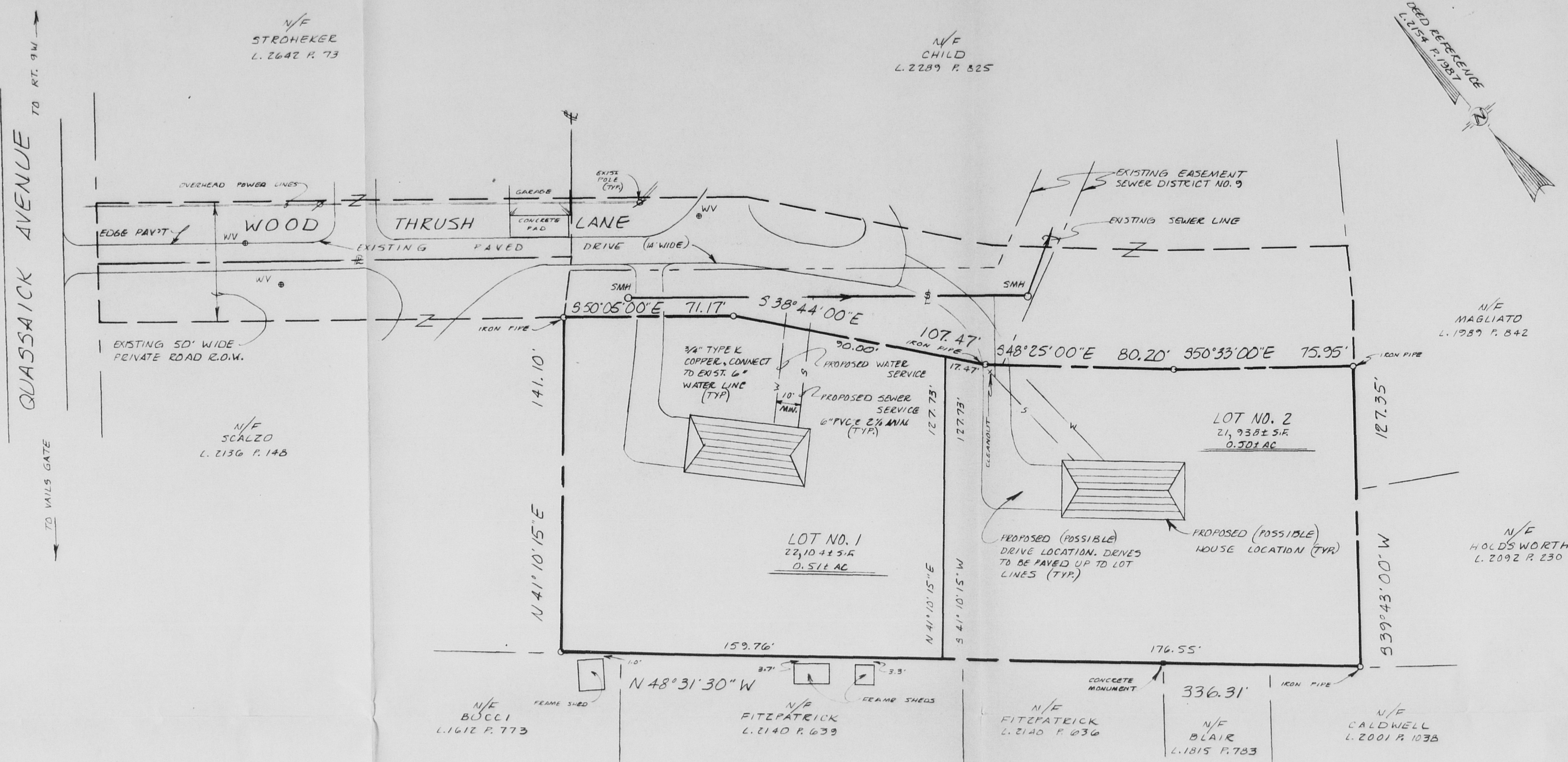
This list is provided as a guide only and is for the convenience of the Applicant. The Town of New Windsor Planning Board may require additional notes or revisions prior to granting approval.

PREPARER'S ACKNOWLEDGEMENT:

The plat for the proposed subdivision has been prepared in accordance with this checklist and the Town of New Windsor Ordinances, to the best of my knowledge.

By: _____
Licensed Professional

Date: _____



LOCATION PLAN SCALE: 1"=200'

- NOTES:**
- Being a proposed Subdivision of lands shown on the Town of New Windsor Tax Maps as Section 17, Block 4, Lot 30.
 - TOTAL PARCEL AREA: 44,042+- S.F.
 - PROPERTY ZONE: R-4
 - OWNER/APPLICANT: John J. Naclerio & Stephanie M. Naclerio, 87 Merline Avenue, New Windsor, NY 12553
 - PROPOSED USE: Residential
 - WATER SUPPLY & SANITARY DISPOSAL: Town of New Windsor
 - TOTAL NUMBER OF LOTS: 2
 - Boundary data shown hereon resulted from a field survey completed on 27 March 1990 under the supervision of the undersigned.
 - Unauthorized addition or alteration to this plan is a violation of Section 7209 (2) of the N.Y.S. Education Law.
 - Prepared pursuant to Section 7208 (n) of the N.Y.S. Education Law.
 - In the event a Formal Maintenance Agreement for the existing private road is written, Lot No. 1 & Lot No. 2 shown hereon will be made a part of that agreement.
 - All Water & Sewer connections are to be made in accordance with the Town of New Windsor requirements.

TOWN OF NEW WINDSOR R-4 ZONE
Single Family Residential
ZONE BULK REQUIREMENTS

	Required	Prov'd Lot 1	Prov'd Lot 2
Min. Lot Area:	15,000 SF	22,104 S.F.	21,938 S.F.
Lot Width:	100' +/-	160' +/-	173' +/-
Front Yard:	35'	40' +/-	40' +/-
Rear Yard:	40'	70' +/-	60' +/-
Side Yard(s):	15'/30'	50'/105' +/-	50'/120' +/-
St. Frontage:	60'	161.17'	173.62'
Liv'l Floor Area:	1,000 SF	1,250+/-SF	1,250+/-SF
Dev. Cov'g:	30%	9%	9%
Max. Bldg Ht.:	35'	<35'	<35'

CERTIFICATION
COUNTY OF ORANGE Local Law # 1 of 1989
I hereby certify that the Water and Sewer Systems shown on this plan were designed in accordance with the Standard and Requirements promulgated by the N.Y.S. Departments of Health and Environmental Conservation for residential lots as amended from time-time, and further that such design is based on actual soil and site conditions found upon such lot at the design location at the time of design.

CERTIFICATION
I hereby certify that this plan resulted from an actual field survey of the indicated premises completed on 27 March 1990 performed in accordance with the Code of Practice adopted by the N.Y.S. Association of Professional Land Surveyors, Inc., and is, to the best of my knowledge and belief, correct.

OWNERS CONSENT:
I have reviewed this plan and find it acceptable.

John J. Naclerio
OWNER

PLANNING BOARD APPROVALS

SUB DIVISION APPROVAL GRANTED
BY TOWN OF NEW WINDSOR PLANNING BOARD
ON SEP 17 1991

BY *Ronald Lander*
RONALD LANDER
SECRETARY

PROJECT NO. 88-22



Grevas & Hildreth, P.C.
LAND SURVEYORS
33 QUASSACK AVENUE, NEW WINDSOR, NEW YORK 12553
TEL: (814) 862-6667

PLAN FOR: **JOHN J. NACLERIO & STEPHANIE M. NACLERIO**
TOWN OF NEW WINDSOR ORANGE COUNTY NEW YORK

DATE	DESCRIPTION	Drawn: <i>WJH</i>
3/19/90	CORRECTED PLANT-YARD WH. (PROVIDED)	Checked:
3/27/90	REVISED TO FINAL	Scale: 1"=30'
		Date: 6 Mar '90
		Job No: 89-091

MINOR SUBDIVISION